



JOHN L. SCOTT, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169
A Tradition of Service



August 05, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**APPROVE AMENDMENT NUMBER SIX TO AGREEMENT NUMBER 74666
WITH SYSCON JUSTICE SYSTEMS CANADA LTD. AND SYSCON JUSTICE SYSTEMS, INC. TO
CONTINUE MAINTENANCE OF THE JAIL INFORMATION MANAGEMENT SYSTEM
(ALL DISTRICTS) (3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

The Los Angeles County Sheriff's Department (Department) is seeking the Board's approval and execution of Amendment Number Six (Amendment) to Agreement Number 74666 (Agreement) with Syscon Justice Systems Canada Ltd. (Syscon Canada) and Syscon Justice Systems, Inc. (Syscon US). The Amendment will extend the term of the current Agreement for a period of two years plus three one-year term extension options to allow for continued maintenance and support (Services) of the Jail Information Management System (JIMS), and to revise the scope of work under the Agreement consistent with the Department's direction.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chairman of the Board to sign the attached Amendment to the Agreement with Syscon Canada and Syscon US (the Contractor) to continue providing Services for JIMS. The Amendment will: (1) extend the term of the Agreement for two years, from August 18, 2014, through August 17, 2016, with the option thereafter to extend for up to three additional one-year periods; (2) add the County of Los Angeles (County) mandated language regarding Contractor Alert Reporting Database (CARD) and Time Off for Voting; and (3) revise the scope-of-work under the Agreement resulting in changes to certain exhibits and schedules to the Agreement.

2. Delegate authority to the Sheriff, or his designee, to execute amendments to the Agreement if it is in the best interest of the County, and to add and/or update standard County contract provisions adopted by the Board during the term of the Agreement. Each case is subject to review by the Chief Information Officer (CIO) and approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the first recommended action will allow the Contractor to continue Services of JIMS. Phase 2, Stage 1 of the Agreement was implemented on July 3, 2013. At this time, the Department has decided to reassess continuing with the implementation of any future stages of Phase 2 and to explore other options available in the industry. This decision was a result of the need to modify the scope-of-work as provided for in the proposed Amendment.

As further detailed in the Fiscal Impact/Financing section of this letter, the Department is reallocating money already included in the Agreement to pay for Services provided during the term of the Agreement extended under this Amendment, including all optional extension periods, by reallocating unused amounts through the elimination of certain tasks that were to be performed during Phase 2/Stage 1. Approval of the first recommended action will therefore make changes to exhibits and schedules to the Agreement to reflect this reallocation.

Approval of the second recommended action will delegate authority to the Department to execute further amendments to the Agreement to exercise the remaining three optional one-year extension options, and/or to add or update standard County contract provisions adopted by the Board during the term of the Agreement. Each case is subject to review by the CIO and approval as to form by County Counsel.

Implementation of Strategic Plan Goals

The Services provided under the proposed Amendment support the County's Strategic Plan, Goal 1, Operational Effectiveness/Fiscal Sustainability, by ensuring that service delivery systems are efficient, effective, and goal-oriented, thereby enabling the Department to accurately and effectively track and process inmates through the jails. Additionally, the Services foster collaboration between the County and other law enforcement and justice-related agencies.

FISCAL IMPACT/FINANCING

The Amendment will not require an increase in the Maximum Contract Sum under the Agreement. The Department will reallocate funds already included in the Agreement to pay for all work performed during the term of the Amendment including all optional periods, if executed.

The cost of Services for the term of the Amendment totals \$1,151,886. Pool dollars will be used to fund \$211,193 of the cost of the Amendment. The remaining cost totaling \$940,693 will be offset by a reallocation of funds originally earmarked for the following software modules which are no longer required: 1) Title 15 Application software module in the amount of \$224,643; 2) Visits Management Application software in the amount of \$363,175; 3) Trial Courts Information System interface in the amount of \$255,750; 4) Property and Case Jacket Application software in the amount of \$68,850; and 5) Case Management Application/Software Application Management in the amount of \$28,275.

The Department has identified funding within the Inmate Welfare Fund for the duration of the Agreement as extended through the proposed Amendment.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On December 2, 2003, the Board approved the Agreement between the County and Syscon Justice Systems Limited (predecessor to Syscon Canada) as a Sole Source Agreement. The Department advised the Board of the development of a three-phased implementation plan for JIMS to enhance and integrate various legacy stand-alone systems of the Department's Custody Division. The Agreement, as originally approved by the Board, provided for the implementation of Phase 1 of JIMS. The County accepted all modules included in Phase 1 of JIMS on May 23, 2008, except for modules the parties agreed would be moved to later phases. Phase 1 of this project was successfully implemented.

On February 3, 2009, the Board approved Amendment Number One to the Agreement, which reflected the internal reorganization of Syscon Justice Systems Limited into Syscon Canada. Amendment Number One extended the term of the Agreement to provide continued Services of JIMS, and increased the Maximum Contract Sum under the Agreement to include funds for the continued Services. The Department also advised the Board that Phase 2 and Phase 3 would be consolidated into a single Phase 2 with multiple implementation stages.

On August 18, 2009, the Board approved Amendment Number Two to the Agreement, which moved the implementation of certain work from Phase 1 of JIMS to later phases. Amendment Number Two extended the term of the Agreement and allowed the Department to acquire additional software and Services for Phase2/Stage1 of JIMS.

Following approval of Amendment Number Two, the Department conducted an analysis of the current legislation to collect compensation for certain sentenced inmates for their jail stay. Through the analysis it was determined that individual inmate financial capacity to pay would have to be determined, and that a court order obtained on a case-by-case basis cannot be accomplished in a cost-effective manner. Therefore, the Department removed the Pay-for-Stay module from the JIMS project. This Amendment will reallocate amounts previously allocated for implementation of the Pay-for-Stay module, to work performed during the first optional extension period.

Early in the implementation process for Phase 2/Stage 1, the Department determined it did not need the functionality provided by the Community Service and Community Events components of the Case Management module. The Department therefore decided to eliminate those licenses from the JIMS project. The Amendment will additionally reallocate amounts previously allocated to implementation of these licenses, to work performed during the first optional extension period.

On August 16, 2011, the Board approved delegated authority to the Sheriff to execute Amendment Number Three to the Agreement. This action executed the first one-year extension option, which allowed for the completion of the implementation of Phase 2/Stage 1, continued Services to JIMS, made changes to certain exhibits and schedules to the Agreement, and delegated authority to the Sheriff to execute remaining optional extension periods.

On August 18, 2012, the Sheriff executed Amendment Number Four to execute the second one-year extension option, which allowed for the completion of the implementation of Phase 2/Stage 1, continued Services to JIMS, made changes to certain exhibits and schedules to the Agreement, and increased the Maximum Contract Sum by \$287,599 for a total Maximum Contract Sum of \$5,887,584.

On August 18, 2013, the Sheriff executed Amendment Number Five to execute the third and final one-year extension option, which allowed for the continued Services to JIMS, made changes to certain exhibits and schedules to the Agreement, and increased the Maximum Contract Sum by \$198,456 for a total Maximum Contract Sum of \$6,086,040.

CONTRACTING PROCESS

During Fiscal Year 2001-02 the Department sought Commercial Off-The-Shelf software solutions through the County's Internal Services Department (ISD) to update the Department's inmate management system. The Department and ISD conducted a detailed evaluation of the five vendors that responded regarding their products and associated costs. Syscon Justice Systems Limited was the only vendor that offered a complete web-based product, and met other technical and functional requirements.

The Agreement was entered into on a Sole Source basis to make additional modifications implementing Phase 1, as well as Phase 2/Stage1.

County Counsel has reviewed and recommends approval of the Amendment as to form.

The CIO recommends approval of this action (CIO Analysis Attachment 1).

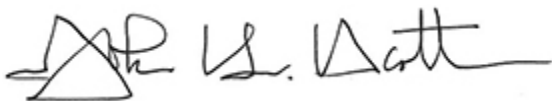
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these actions will ensure the continued operation of JIMS to enable the Department's Custody Operations Division to perform legally mandated responsibilities more efficiently, accurately, and expeditiously.

CONCLUSION

Upon approval by the Board, please return two adopted copies of this Board letter and two original executed copies of the Amendment to the Department's Contracts Unit.

Sincerely,



JOHN L. SCOTT
Sheriff



RICHARD SANCHEZ
Chief Information Officer

JLS:IS:is

Enclosures



RICHARD SANCHEZ
CHIEF INFORMATION OFFICER

Office of the CIO
CIO Analysis

NUMBER:

CA14-18

DATE:

7/15/14

SUBJECT:

**APPROVE AMENDMENT NUMBER SIX TO AGREEMENT NUMBER 74666
WITH SYSCON JUSTICE SYSTEMS CANADA LTD. AND SYSCON
JUSTICE SYSTEMS, INC. TO CONTINUE MAINTENANCE
OF THE JAIL INFORMATION MANAGEMENT SYSTEM**

RECOMMENDATION:

☒ Approve ☐ Approve with Modification ☐ Disapprove

CONTRACT TYPE:

☐ New Contract ☒ Sole Source
☒ Amendment to Agreement #: 74666 ☐ Other: Describe contract type.

CONTRACT COMPONENTS:

☐ Software ☐ Hardware
☐ Telecommunications ☒ Professional Services

SUMMARY:

Department Executive Sponsor: Sheriff, John L. Scott

Description: The Los Angeles County Sheriff's Department is requesting approval of Amendment Six to Agreement Number 74666 with Syscon Justice Systems Canada Ltd. (Syscon Canada) and Syscon Justice Systems, Inc. (Syscon US) to allow for continued maintenance and support services (Services) of the Jail Information Management System (JIMS). This Amendment will extend the term of the Agreement for a period of 2-years with three 1-year term extension options.

Contract Amount: The Amendment will not require an increase in the maximum contract sum under the Agreement, as the Department is reallocating funds already included in the Agreement.

Funding Source: Inmate Welfare Fund

☒ Legislative or Regulatory Mandate ☒ Subvened/100% Inmate Welfare Fund



**Strategic and
Business
Analysis**

PROJECT GOALS AND OBJECTIVES:

Under this Amendment the County will continue to receive Services and ongoing support for Commercial Off-The-Shelf (COTS) software for an additional 2-years with three 1-year term extension options.

	<p>BUSINESS DRIVERS:</p> <p>JIMS supports the tracking and processing of inmates through the jails that average approximately 19,000 daily. The Department invested in the long-term strategic plan for its Custody Operations Division (Custody) to automate inefficient manual processes, replace the antiquated Automated Jail Information System (AJIS) mainframe application, integrate several stand-alone systems, provide better data for inmate-specific decision-making, and enhance service delivery throughout Custody. The proposed Amendment will allow for continued Services of JIMS.</p> <p>PROJECT ORGANIZATION:</p> <p>The project will be managed by a Captain and an Information Technology Manager III.</p> <p>PERFORMANCE METRICS:</p> <p>The Amendment includes a Service Level Agreement identifying metrics for the Services.</p> <p>STRATEGIC AND BUSINESS ALIGNMENT:</p> <p>The Services provided under the proposed Amendment support the County's Strategic Plan, Goal 1, Operational Effectiveness, by ensuring that service delivery systems are efficient, effective, and goal-oriented by enabling the Department to accurately, efficiently, and effectively track and process inmates through the jails, and foster collaboration between the County and other law enforcement and justice-related agencies. The Department decided to assess the successes and lessons learned from Phase 1 and Phase 2/Stage 1 to determine if the product still has a valid business and technical fit for the Department. Significant customization will be required to move into the next two stages of Phase 2.</p> <p>PROJECT APPROACH:</p> <p>Syscon is the sole provider of Services for their proprietary system. This Amendment will allow the Department to continue to receive uninterrupted Services of its system for JIMS. The additional support years will enable the Department to explore the industry for new technology with more capabilities.</p> <p>ALTERNATIVES ANALYZED:</p> <p>Syscon Systems was selected via a competitive bid process in April 2002. In May 2014, the Department issued an RFI for a COTS offering with a current technology stack with minimal functional gaps. It is recommended the Department conduct a complete business requirement study, in order to properly evaluate the technology options in the market. It is possible the Department may need to consider a simple technology modernization of the legacy systems.</p>
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Technical Analysis	<p>ANALYSIS OF PROPOSED IT SOLUTION:</p> <p>The production JIMS environment was recently migrated to the new HP Integrity Superdome partitions, XP-12000 storage array, and the latest HP-UX operating system version. The new infrastructure allows the JIMS application to be in a more robust, up to date hardware platform, providing JIMS a more secure application environment. Also, as the JIMS application grows, scalability of the server will be greater; the technology is current and aligns with the industry standards.</p> <p>In addition to the hardware upgrades, several new features and functions have been deployed during the Agreement term, such as movement analysis. JIMS/Syscon system has a failover disaster recovery located at the Sheriff's Headquarters (SHQ) and Sheriff's Communications Center (SCC) sites. AJIS is a mainframe application running at ISD's datacenter and has disaster recovery in Orange County.</p>																																
Financial Analysis	<p>BUDGET:</p> <p>Contract costs (Syscon US): The Amendment will not require an increase in the maximum contract sum under the Agreement as the Department is reallocating funds already included.</p> <table> <tr> <td>Ongoing Annual Maintenance Costs:</td><td>\$ 230,287 (X 5 years)</td></tr> <tr> <td>Sub-total Contract Costs</td><td>\$ 1,151,436</td></tr> <tr> <td>Other County costs since 2002:</td><td></td></tr> <tr> <td> One-time Costs:</td><td></td></tr> <tr> <td> Hardware</td><td>\$ 950,000</td></tr> <tr> <td> Software</td><td>\$ 5,110,728</td></tr> <tr> <td> Services</td><td>\$ 2,190,312</td></tr> <tr> <td>Sub-total One-time County Costs:</td><td>\$ 8,251,040</td></tr> <tr> <td> Ongoing annual costs:</td><td></td></tr> <tr> <td> Hardware Maintenance</td><td>\$ 125,000</td></tr> <tr> <td> County Staff (existing)</td><td></td></tr> <tr> <td> Information Systems Analyst II (.75)</td><td>\$ 82,400</td></tr> <tr> <td> Sr. Information Systems Analyst (1.75)</td><td>\$ 201,000</td></tr> <tr> <td>Sub-total Ongoing County Costs:</td><td>\$ 408,400</td></tr> <tr> <td>Total one-time costs since 2002:</td><td>\$ 8,251,040</td></tr> <tr> <td>Total ongoing annual maintenance costs:</td><td>\$ 638,687</td></tr> </table>	Ongoing Annual Maintenance Costs:	\$ 230,287 (X 5 years)	Sub-total Contract Costs	\$ 1,151,436	Other County costs since 2002:		One-time Costs:		Hardware	\$ 950,000	Software	\$ 5,110,728	Services	\$ 2,190,312	Sub-total One-time County Costs:	\$ 8,251,040	Ongoing annual costs:		Hardware Maintenance	\$ 125,000	County Staff (existing)		Information Systems Analyst II (.75)	\$ 82,400	Sr. Information Systems Analyst (1.75)	\$ 201,000	Sub-total Ongoing County Costs:	\$ 408,400	Total one-time costs since 2002:	\$ 8,251,040	Total ongoing annual maintenance costs:	\$ 638,687
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Risk Analysis	<p>RISK MITIGATION:</p> <ol style="list-style-type: none">1. There are minimal risks to this proposed Amendment using the COTS system.2. The Chief Information Security Officer (CISO) reviewed the Amendment and did not identify any IT security or privacy related issues.
CIO Approval	<p>PREPARED BY:</p> <p> Fred Nazarbegian, Sr. Associate CIO</p> <p><u>7-24-14</u> Date</p> <p>APPROVED:</p> <p> Richard Sanchez, County Chief Information Officer</p> <p><u>7-24-14</u> Date</p>

Please contact the Office of the CIO (213.253.5600 or info@cio.lacounty.gov) for questions concerning this CIO Analysis. This document is also available online at <http://ciointranet.lacounty.gov/>

**AMENDMENT NUMBER SIX
TO
AGREEMENT NO. 74666
FOR A JAIL INFORMATION MANAGEMENT SYSTEM (JIMS)**

This Amendment Number Six (hereinafter "Amendment No. 6") is effective as of August 18, 2014 (as further defined below, "Amendment No. 6 Effective Date"), and is entered into by and between the County of Los Angeles (hereinafter "County") and Syscon Justice Systems Canada Ltd. (successor to Syscon Justice Systems Ltd.), a corporation organized under the laws of British Columbia, Canada ("Syscon Canada"), and Syscon Justice Systems, Inc., a corporation organized under the laws of the State of California ("Syscon US," jointly and severally with Syscon Canada, hereinafter "Contractor"), based on the following recitals:

WHEREAS, County and Contractor have entered into that certain Agreement No. 74666, dated as of December 2, 2003 (together with all Exhibits, Schedules and Attachments thereto, all as amended from time to time, including without limitation by Amendment Number One effective February 23, 2009, Amendment Number Two effective August 18, 2009, Amendment Number Three effective August 18, 2011, Amendment Number Four effective August 18, 2012, and Amendment Number Five effective August 18, 2013, hereinafter "Agreement"), for a Jail Information Management System (hereinafter "JIMS") for the benefit of County and, more specifically, the Los Angeles County Sheriff's Department (hereinafter the "Department").

WHEREAS, Contractor has modified, customized, developed interfaces, and provided other services with respect to certain System Software (as defined in the Agreement), in each case, pursuant to the terms and conditions of the Agreement.

WHEREAS, pursuant to this Amendment No. 6, County and Contractor desire to amend the Agreement to extend the Term beyond the current expiration date of August 17, 2014, to continue Maintenance Services (as defined in the Agreement) with respect to the System Software, as further described in, and pursuant to the terms and conditions of, this Amendment No. 6.

WHEREAS, County and Contractor additionally desire to make further modifications to the Agreement, including the Statement of Work, as further described in, and pursuant to the terms and conditions of, this Amendment No. 6.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 6, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree as follows:

1. Definitions; Paragraph References. Capitalized terms used herein without definition (including, without limitation, in the recitals hereto), have the meanings given to such terms in the Agreement, as amended by this Amendment No. 6. Unless otherwise noted, Paragraph references in this Amendment No. 6 shall refer to the body of the Agreement.

2. Amendments to the Body of the Agreement. As of the Amendment No. 6 Effective Date, the body of the Agreement is amended as follows:

2.1 Paragraph 2 (Definitions). Amend paragraph 2 (Definitions) to Add the following defined terms in the proper alphabetical and numerical order:

"Amendment No. 6" means that certain Amendment Number Six to this Agreement, dated as of Amendment No. 6 Effective Date, between County and Contractor.

"Amendment No. 6 Effective Date" means August 18, 2014, the date on which Amendment No. 6 became effective in accordance with its terms.

- 2.2 Paragraph 4.2 (County Project Manager). Delete Paragraph 4.2.1 in its entirety and replace as follows:

4.2.1 County Project Manager for this Agreement shall be the following person:

Henry M. Garza
Los Angeles County Sheriff's Department
12440 East Imperial Highway, Fourth Floor East
Norwalk, California 90650
Facsimile: (323) 415-3394

- 2.3 Paragraph 7.8 (Audit of Change Order Work). Delete Paragraph 7.8 (Audit of Change Order Work) in its entirety and restate as follows:

7.8 Audit of Change Order Work. County is entitled to audit, in accordance with Paragraph 44 (Records and Audits) of Exhibit A (Additional Terms and Conditions), Contractor's compliance with Paragraph 7 (Change Orders and Amendments) in respect of Work performed pursuant to a Change Order.

- 2.4 Paragraph 8 (Term). Delete Paragraph 8 (Term) in its entirety and restate as follows:

8. TERM.

8.1 The term of this Agreement shall commence upon the Effective Date and shall continue for two (2) years following the Amendment No. 6 Effective Date, unless terminated earlier in whole or in part, as provided in this Agreement (the "Initial Term"). The County has the option, at the Sheriff's election and pursuant to an amendment under Paragraph 7.1.4, to extend the term of this Agreement for up to three (3) additional one-year periods (each an "Option Term") one (1) year at a time, provided that if County elects not to exercise any of its Term extension

options at the end of the Initial Term or any Option Term, as applicable, the remaining Term extension options shall lapse. As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be. Contractor shall notify County Project Manager and County Project Director when the Initial Term, or when each Option Term, as the case may be, is within six (6) months from the expiration of the Initial Term, or such Option Term, as the case may be, as provided for in this Paragraph 8.

8.2 County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise an Option Term extension of the Agreement.

3. Amendments to Exhibits, Attachments and Schedules. As of the Amendment No. 6 Effective Date, the Exhibits, Attachments and Schedules to the Agreement are amended as follows:

3.1 Exhibit A (Additional Terms and Conditions). Amend Exhibit A (Additional Terms and Conditions) to the Agreement to add Paragraph 61 (Time Off for Voting) as follows:

61. TIME OFF FOR VOTING

Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (California Elections Code Section 14000). Not less than ten (10) calendar days before every statewide election, every Contractor and subcontractor shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of California Elections Code Section 14000.

3.2 Exhibit B (Statement of Work). Amend and restate Attachment B-2 (Phase 2/Stage 1 Statement of Work) to Exhibit B (Statement of Work) to the Agreement in its entirety as set forth on Attachment B-2 (Phase 2/Stage 1 Statement of Work), attached hereto and made a part hereof.

3.3 Exhibit C (Price and Schedule of Payments). Amend and restate Attachment C-2 (Phase 2/Stage 1 Price and Schedule of Payments) to Exhibit C (Price and Schedule of Payments) to the Agreement in its entirety as set forth on Attachment C-2 (Phase 2/Stage 1 Price and Schedule of Payments), together with all attachments thereto, attached hereto and made a part hereof.

3.4 Exhibit D (Description of Software). Amend and restate Exhibit D (Description of Software) to the Agreement in its entirety as set forth on Exhibit D (Description of Software), attached hereto and made a part hereof.

- 3.5 Exhibit F (Maintenance and Support). Amend and restate Exhibit F (Maintenance and Support) to the Agreement in its entirety as set forth on Exhibit F (Maintenance and Support), attached hereto and made a part hereof.
4. Effectiveness of Amendment No. 6. This Amendment No. 6 shall become effective as of the date first set forth above (such date, the "Amendment No. 6 Effective Date"), which is the date on which all of the following have occurred:
- 4.1 The County Project Director shall have received an original counterpart to this Amendment No. 6, duly executed by authorized officers of Contractor; and
- 4.2 County Counsel, or such person's designee, shall have indicated on the signature page to this Amendment No. 6 that County Counsel has approved this Amendment No. 6 as to form; and
- 4.3 Chief Information Officer, or such person's designee, shall have indicated in the signature page to this Amendment No. 6 that the Chief Information Officer has reviewed this Amendment No. 6; and
- 4.4 County's Board of Supervisors shall have approved this Amendment No. 6.
5. No Other Amendments; Effect on Agreement. Except as expressly provided in this Amendment No. 6, all other provisions and conditions of the Agreement shall remain the same and in full force and effect. As of the Amendment No. 6 Effective Date, all references in the Agreement to "this Agreement", "herein", "hereof", and words of similar import shall mean and shall be references to this Agreement, as amended by this Amendment No. 6.
6. Authority. Contractor and the persons executing this Amendment No. 6 on behalf of Contractor hereby represent and warrant that each of the persons executing this Amendment No. 6 on behalf of Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of the Agreement and that Contractor has fulfilled all requirements of Contractor to provide such actual authority.
7. Governing Law. This Amendment No. 6 shall be governed by and construed in accordance with, the laws of the State of California applicable to agreements made and to be performed within the State.

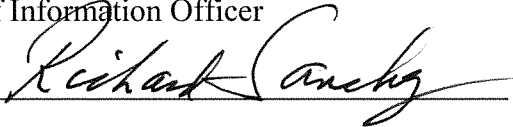
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IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment No. 6 to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has caused this Amendment No. 6 to be executed on its behalf by its duly authorized officer, effective as of the Amendment No. 6 Effective Date.


COUNTY OF LOS ANGELES

By: _____
Chairman, Board of Supervisors

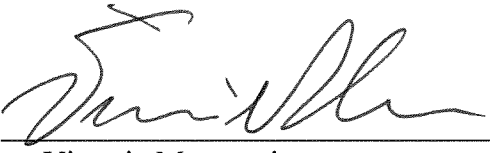
REVIEWED BY:
RICHARD SANCHEZ
Chief Information Officer

By: 

SYSCON JUSTICE SYSTEMS CANADA
LTD., jointly and severally as Contractor

By: 
Name: DR. STEVE LONG
Title: PRESIDENT + CEO

APPROVED AS TO FORM:
JOHN KRATTLI
County Counsel

By: 
Victoria Mansourian
Principal Deputy County Counsel

SYSCON JUSTICE SYSTEMS, INC., jointly
and severally as Contractor


By: 
Name: DR. STEVE LONG
Title: PRESIDENT + CEO

EXHIBIT B
ATTACHMENT B-2

[Amended and Restated under Amendment Number Six]

STATEMENT OF WORK

JAIL INFORMATION MANAGEMENT SYSTEM
(JIMS)

PHASE 2 STAGE 1

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- Deliverable 11.4 Successful User Acceptance Testing of Title 15 Application Software Module
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DELETED UNDER AMENDMENT NUMBER SIX
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TASK 15 VISITS MANAGEMENT APPLICATION SOFTWARE MODULE

- Subtask 15.1 Confirm Requirements for the Visits Management Application Software Module
- Subtask 15.2 Design the Visits Management Application Software Module –
DELETED UNDER AMENDMENT NUMBER SIX

Subtask 15.3	Construct and Test Visits Management Application Software Module – DELETED UNDER AMENDMENT NUMBER SIX
Subtask 15.4	Provide Support to COUNTY in Conduct of User Acceptance Testing of Visits Management Application Software Module – DELETED UNDER AMENDMENT NUMBER SIX
Subtask 15.5	Train COUNTY Users in Visits Management Application Software Module – DELETED UNDER AMENDMENT NUMBER SIX
Subtask 15.6	Provide T&M Implementation Support for Visits Management Application Software Module – DELETED UNDER AMENDMENT NUMBER SIX
Subtask 15.7	Maintain Production Use of Visits Management Application Software Module 30 Days with No Severity 1 or 2 Problems – DELETED UNDER AMENDMENT NUMBER SIX
Deliverable 15.1	Requirements Confirmation Report.
Deliverable 15.2	Design Specifications for the Visits Management Application Software Module – DELETED UNDER AMENDMENT NUMBER SIX
Deliverable 15.3	Constructed and Tested Visits Management Application Software Module. – DELETED UNDER AMENDMENT NUMBER SIX
Deliverable 15.4	Successful User Acceptance Testing of Visits Management Application Software Module – DELETED UNDER AMENDMENT NUMBER SIX
Deliverable 15.5	Train COUNTY Users in Visits Management Application Software Module – DELETED UNDER AMENDMENT NUMBER SIX
Deliverable 15.6	Module Go-Live for Visits Management Application Software Module. – DELETED UNDER AMENDMENT NUMBER SIX
Deliverable 15.7	Module Acceptance for Visits Management Application Software Module – PARTIALLY ACCEPTED UNDER AMENDMENT NUMBER SIX

TASK 16 JIMS UPGRADE TO ORACLE 10g

Subtask 16.1	Prepare an Oracle 10g Migration Plan
Subtask 16.2	Migrate JIMS Phase 1 Database to Oracle 10g
Subtask 16.3	Migrate JIMS Phase 1 Application Software Modules with Customizations to Oracle 10g

Subtask 16.4	Conduct System Testing of the Oracle 10g Version of JIMS Phase 1 Application Software Modules
Subtask 16.5	Provide Support to COUNTY in Conduct of User Acceptance Testing of the Oracle 10g Version of JIMS Phase 1
Subtask 16.6	Train COUNTY Trainers in Oracle 10g Version of JIMS Phase 1 Application Software Modules
Subtask 16.7	Provide T&M Implementation Support for the Oracle 10g Version of JIMS Phase 1 Application Software Modules
Subtask 16.8	Maintain Production Use of Oracle 10g Version of JIMS Phase 1 Application Software Modules for 30 Days with No Severity 1 or 2 Problems
Deliverable 16.1	Oracle 10g Migration Plan
Deliverable 16.2	Migrate JIMS Phase 1 Database to Oracle 10g on HP-UX Operating System
Deliverable 16.3	Migrate JIMS Phase 1 Application Software Modules with Customizations to Oracle 10g
Deliverable 16.4	System Tested Oracle 10g Version of JIMS Phase 1 Application Software Modules
Deliverable 16.5	Successful User Acceptance Testing of the Oracle 10g Version of JIMS Phase 1 Application Software Modules
Deliverable 16.6	Train COUNTY Trainers in Oracle 10g Version of JIMS Phase 1 Application Software Modules
Deliverable 16.7	Module Go-Live for the Oracle 10g Version of JIMS Phase 1 Application Software Modules
Deliverable 16.8	Module Acceptance for Oracle 10g Version of JIMS Phase 1 Application Software Modules

TASK 17 INTERFACE UPGRADES AND TCIS (Trial Courts Information System) INTERFACE DEVELOPMENT

Subtask 17.1	Define Requirements to Migrate JIMS Phase 1 Interface to Oracle 10g
Subtask 17.2	Design the Migration of JIMS Phase 1 Interface to Oracle 10g
Subtask 17.3	Construct and Test the Migration of JIMS Phase 1 Interface to Oracle 10g
Subtask 17.4	Install and Test Version 5 of xTAG
Subtask 17.5	Provide Support to COUNTY in Conduct of User Acceptance Testing of Oracle 10g Version of JIMS Phase 1 Interface Software and Version 5 of xTAG
Subtask 17.6	Provide T&M Implementation Support to COUNTY for Oracle 10g Version of JIMS Phase 1 Interface Software and Version 5 of xTAG

Subtask 17.7	Maintain Production Use of Oracle 10g Version of JIMS Phase 1 Interface Software and Version 5 of xTAG for 30 Days with No Severity 1 or 2 Problems
Subtask 17.8	Define Requirements to Develop TCIS Interface in Support of Legal Documents Module – DELETED UNDER AMENDMENT NUMBER SIX
Subtask 17.9	Design the TCIS Interface in Support of Legal Documents Module – DELETED UNDER AMENDMENT NUMBER SIX
Subtask 17.10	Construct and Test the TCIS Interface in Support of Legal Documents Module – DELETED UNDER AMENDMENT NUMBER SIX
Subtask 17.11	Provide Support to COUNTY in Conduct of User Acceptance Testing of TCIS Interface in Support of Legal Documents Module – DELETED UNDER AMENDMENT NUMBER SIX
Subtask 17.12	Provide T&M Implementation Support to COUNTY for TCIS Interface in Support of Legal Documents Module – DELETED UNDER AMENDMENT NUMBER SIX
Subtask 17.13	Maintain Production Use of TCIS Interface in Support of Legal Documents Module for 30 Days with No Severity 1 or 2 Problems – DELETED UNDER AMENDMENT NUMBER SIX
Deliverable 17.1	Migration Plan and Functional Requirements Definition (FRD) for JIMS Phase 1 Interface Migration to Oracle 10g
Deliverable 17.2	Design Specifications for the Migration of JIMS Phase 1 Interface to Oracle 10g
Deliverable 17.3	Constructed and Tested Software for the Migration of JIMS Phase 1 Interface to Oracle 10g
Deliverable 17.4	Installed and Tested Version 5 of xTAG
Deliverable 17.5	Successful User Acceptance Testing of Oracle 10g Version of JIMS Phase 1 Interface Software and Version 5 of xTAG
Deliverable 17.6	Module Go-Live for Oracle 10g Version of JIMS Phase 1 Interface Software and Version 5 of xTAG
Deliverable 17.7	Module Acceptance for the Oracle 10g Version of JIMS Phase 1 Interface Software and Version 5 of xTAG
Deliverable 17.8	Functional Requirements Definition (FRD) for TCIS Interface in Support of Legal Documents Module – DELETED UNDER AMENDMENT NUMBER SIX
Deliverable 17.9	Design Specifications for TCIS Interface in Support of Legal Documents Module – DELETED UNDER AMENDMENT NUMBER SIX

- Deliverable 17.10 Constructed and Tested Software for TCIS Interface in Support of Legal Documents Module –
DELETED UNDER AMENDMENT NUMBER SIX
- Deliverable 17.11 Successful User Acceptance Testing of TCIS Interface in Support of Legal Documents Module –
DELETED UNDER AMENDMENT NUMBER SIX
- Deliverable 17.12 Module Go-Live for TCIS Interface in Support of Legal Documents Module –
DELETED UNDER AMENDMENT NUMBER SIX
- Deliverable 17.13 Module Acceptance for TCIS Interface in Support of Legal Documents Module –
DELETED UNDER AMENDMENT NUMBER SIX

TASK 18 PHASE 1 APPLICATION SOFTWARE ENHANCEMENTS

- Subtask 18.1 Confirm Requirements for the Property and Case Jacket Application Software Enhancements
- Subtask 18.2 Confirm Requirements for the Trust Accounting Application Software Enhancements
- Subtask 18.3 Design Property and Case Jacket Application Software Enhancements
- Subtask 18.4 Design Trust Accounting Application Software Enhancements
- Subtask 18.5 Construct and Test the Property and Case Jacket Application Software Enhancements
- Subtask 18.6 Construct and Test the Trust Accounting Application Software Enhancements
- Subtask 18.7 Provide Support to COUNTY in Conduct of User Acceptance Testing of Property and Case Jacket Application Software Enhancements –
DELETED UNDER AMENDMENT NUMBER SIX
- Subtask 18.8 Provide Support to COUNTY in Conduct of User Acceptance Testing of Trust Accounting Application Software Enhancements –
DELETED UNDER AMENDMENT NUMBER SIX
- Subtask 18.9 Train COUNTY Users in Property and Case Jacket Application Software Enhancements –
DELETED UNDER AMENDMENT NUMBER SIX
- Subtask 18.10 Train COUNTY Users in Trust Accounting Application Software Enhancements –
DELETED UNDER AMENDMENT NUMBER SIX
- Subtask 18.11 Provide T&M Implementation Support for Property and Case Jacket Application Software Enhancements –
DELETED UNDER AMENDMENT NUMBER SIX

Subtask 18.12	Provide T&M Implementation Support for Trust Accounting Application Software Enhancements – DELETED UNDER AMENDMENT NUMBER SIX
Subtask 18.13	Maintain Production Use of Property and Case Jacket Application Software Enhancements for 30 Days with No Severity 1 or 2 Problems
Subtask 18.14	Maintain Production Use of Trust Accounting Application Software Enhancements for 30 Days with No Severity 1 or 2 Problems
Deliverable 18.1	Requirements Confirmation Report for the Property and Case Jacket Application Software Enhancements
Deliverable 18.2	Requirements Confirmation Report for the Trust Accounting Application Software Enhancements
Deliverable 18.3	Design Specifications and Prototype for the Property and Case Jacket Application Software Enhancements
Deliverable 18.4	Design Specifications and Prototype for the Trust Accounting Application Software Enhancements
Deliverable 18.5	Construct and Test Property and Case Jacket Application Software Enhancements
Deliverable 18.6	Construct and Test Trust Accounting Application Software Enhancements
Deliverable 18.7	Successful User Acceptance Testing of Property and Case Jacket Application Software Enhancements – DELETED UNDER AMENDMENT NUMBER SIX
Deliverable 18.8	Successful User Acceptance Testing of Trust Accounting Application Software Enhancements – DELETED UNDER AMENDMENT NUMBER SIX
Deliverable 18.9	Train COUNTY Users in Property and Case Jacket Application Software Enhancements – DELETED UNDER AMENDMENT NUMBER SIX
Deliverable 18.10	Train COUNTY Users in Trust Accounting Application Software Enhancements – DELETED UNDER AMENDMENT NUMBER SIX
Deliverable 18.11	Go-Live for Property and Case Jacket Application Software Enhancements – DELETED UNDER AMENDMENT NUMBER SIX
Deliverable 18.12	Go-Live for Trust Accounting Application Software Enhancements – DELETED UNDER AMENDMENT NUMBER SIX
Deliverable 18.13	Final Acceptance for Property and Case Jacket Application Software Enhancements
Deliverable 18.14	Final Acceptance for Trust Accounting Application Software Enhancements

TASK 19 CASE MANAGEMENT APPLICATION SOFTWARE MODULE

Subtask 19.1	Confirm Requirements for the Case Management Application Software Module
Subtask 19.2	Design the Case Management Application Software Module
Subtask 19.3	Construct and Test Case Management Application Software Module
Subtask 19.4	Provide Support to COUNTY in Conduct of User Acceptance Testing of Case Management Application Software Module
Subtask 19.5	Train COUNTY Users in Case Management Application Software Module
Subtask 19.6	Provide T&M Implementation Support for Case Management Application Software Module – DELETED UNDER AMENDMENT NUMBER SIX
Subtask 19.7	Maintain Production Use of Case Management Application Software Module for 30 Days with No Severity 1 or 2 Problems
Deliverable 19.1	Requirements Confirmation Report
Deliverable 19.2	Design Specifications and Prototype for the Case Management Application Software Module
Deliverable 19.3	Construct and Test Case Management Application Software Module
Deliverable 19.4	Successful User Acceptance Testing of Case Management Application Software Module
Deliverable 19.5	Train COUNTY Users in Case Management Application Software Module
Deliverable 19.6	Module Go-Live for Case Management Application Software Module – DELETED UNDER AMENDMENT NUMBER SIX
Deliverable 19.7	Module Acceptance for Case Management Application Software Module

TASK 20 SYSTEM FINAL ACCEPTANCE

Subtask 20.1	Maintain Production Use of System Software for two 30-Day Periods with No Severity 1 or 2 or 3 Problems
Deliverable 20.1	System Final Acceptance

INTRODUCTION

This Exhibit B Attachment B-2 (Statement of Work) (this "Statement of Work") defines the scope of Work to be performed under Amendment Number Six of this Agreement by and between County and Contractor for the requirements definition, customization, and implementation of the Jail Information Management Information System ("JIMS") Phase 2 Stage 1 for the County of Los Angeles Sheriff's Department (the "Department"), including, but not limited to, (a) the design and construction of Customizations to the Baseline Software Modules (and resulting Application Software Modules) and of certain Interfaces, and (b) installation, testing, T&M (Time and Materials) Training, implementation, and T&M Implementation Support of the Application Software Modules and of certain Interfaces, in each case, as listed below.

CONTRACTOR shall construct and install Application Software Modules as indicated below:

1. Title 15
2. Community Case Management (for the Community Transition Unit)
3. Visits Management

CONTRACTOR shall conduct a fit-gap analysis for the following Application Software Modules:

1. Consolidated Booking
2. Legal Cases and Documents

CONTRACTOR shall perform the enhancements and technology upgrades as indicated below:

1. Upgrade to Oracle 10g
2. Interface Upgrades
3. Phase 1 Application Software Enhancements

CONTRACTOR shall conduct all Tasks and Subtasks, and provide all Deliverables as described herein. Also defined herein are those Tasks and Subtasks that involve participation of both CONTRACTOR and COUNTY. Unless otherwise expressly specified as an obligation of COUNTY, CONTRACTOR shall perform all Tasks and Subtasks and provide all Deliverables as defined herein.

TASK 10 PROJECT PLANNING AND PROJECT MANAGEMENT

CONTRACTOR shall update the Project Control Document (hereafter "PCD") that shall be extended to include, without limitation, a detailed work plan, work breakdown structure, milestone chart, risk management plan, Gantt chart and the project organization for the Phase 2 modules. Additionally, CONTRACTOR shall continue to manage project activities and provide, without limitation, monthly Project Status Reports.

Subtask 10.1 Update Project Control Document

CONTRACTOR shall update the PCD with Phase 2 Stage 1 tasks that includes, without limitation, the following:

- (a) A review of the shared vision for CONTRACTOR/COUNTY relationship and the strategic goals of the implementation effort.
- (b) Confirmation and documentation of project scope, phasing, and automation objectives
- (c) A review and confirmation of the detailed project plan including, without limitation, start and end dates for all Tasks and Subtasks, work breakdown structure, Task dependencies, and assignments by Task and Subtask
- (d) Definition of Customizations, testing, training, and implementation strategy for all Application Software Modules
- (e) Identification of CONTRACTOR's project team and project organization including, without limitation, defining the roles and responsibilities of the project team members,
- (f) Identification of project risks and mechanisms to handle these risks in a risk management plan.

CONTRACTOR shall develop the PCD consistent with this Phase 2 Stge 1 Statement of Work. CONTRACTOR shall specifically address in the PCD each Task and Subtask to be performed. The order in which CONTRACTOR shall perform the Tasks and Subtasks and the order in which CONTRACTOR shall produce the Deliverables shall be

apparent in the PCD. CONTRACTOR must formally present the PCD for written approval of the JIMS Project Steering Committee, which may be granted or withheld in its sole discretion. Any subsequent significant modifications in scope, cost or schedule to the PCD shall require the written approval of the JIMS Project Steering Committee using the Change Order process set forth in Paragraph 7 (Change Orders and Amendments) of the body of the Agreement, which may be granted or withheld in its sole discretion. County Project Director's execution of the Task/Deliverable Acceptance Certificate associated with the initial approval of the PCD and County Project Director's or JIMS Project Steering Committee Chair's execution of any subsequent Change Order associated with significant modification to the PCD shall not be provided unless and until the JIMS Project Steering Committee has provided its approval of the PCD or any subsequent significant modification thereto, as applicable. Any subsequent modifications to the PCD which are not significant (scope, cost schedule) shall require the written approval of County Project Director, which may be granted or withheld in County Project Director's sole discretion, in accordance with the Change Order process set forth in Paragraph 7 (Change Orders and Amendments) of the body of the Agreement. The determination of whether a subsequent modification is significant and requires the written approval of the JIMS Project Steering Committee or is not significant and requires only the written approval of County Project Director shall be made by County Project Director in County Project Director's sole judgment.

**Subtask 10.2 Perform Project Administration – Until
Amendment No. 3 Effective Date**

CONTRACTOR shall be required to manage project activities and resources and track project status. This Subtask shall include, without limitation, managing and tracking all issues. It shall also include, without limitation, the management of project and System Software Change Order processes set forth in Paragraph 7 (Change Orders and Amendments) of the body of the Agreement. CONTRACTOR shall report project status on a regular basis through a Project Status Report containing all of the items set forth in Deliverable 10.2. Project Status Reports shall include, without limitation, approved updates to the PCD. CONTRACTOR Project Manager or designate shall participate in regular weekly project status meetings,

including, as required, JIMS Project Steering Committee and its Technical Subcommittee and User Subcommittee meetings.

As part of project management, CONTRACTOR shall ensure that COUNTY can realize the maximum benefit from System Software provided by CONTRACTOR through a proactive review of the project's progress and the quality of all deliverables. Through this on-going quality assurance process, CONTRACTOR shall identify project risks and identify COUNTY's assessment of project progress. The Project Status Reports prepared by CONTRACTOR shall be used as the mechanism for CONTRACTOR to report all project risks and problems identified as part of the quality assurance process.

Subtask 10.3 Perform Project Administration - Amendment No. 3 Effective Date through System Final Acceptance of Phase 2/Stage 1

CONTRACTOR shall be required to manage project activities and resources and track project status during the period commencing on the Amendment No. 3 Effective Date through System Final Acceptance of Phase 2/Stage 1. This Subtask shall include, without limitation, managing and tracking all issues. It shall also include, without limitation, the management of project and System Software Change Order processes set forth in Paragraph 7 (Change Orders and Amendments) of the body of the Agreement. CONTRACTOR shall report project status on a regular basis through a Project Status Report containing all of the items set forth in Deliverable 10.3. Project Status Reports shall include, without limitation, approved updates to the PCD. CONTRACTOR Project Manager or designate shall participate in regular weekly project status meetings, including, as required, JIMS Project Steering Committee and its Technical Subcommittee and User Subcommittee meetings.

As part of project management, CONTRACTOR shall ensure that COUNTY can realize the maximum benefit from System Software provided by CONTRACTOR through a proactive review of the project's progress and the quality of all deliverables. Through this on-going quality assurance process, CONTRACTOR shall identify project risks and identify COUNTY's assessment of project progress. The

Project Status Reports prepared by CONTRACTOR shall be used as the mechanism for CONTRACTOR to report all project risks and problems identified as part of the quality assurance process.

Deliverable 10.1 Project Control Document

The PCD shall include an update, without limitation, to the following components:

- (a) A review of the shared vision for CONTRACTOR/COUNTY relationship and the strategic goals of the implementation effort
- (b) Confirmation and documentation of project scope, phasing, and automation objectives;
- (c) A review and confirmation of the detailed project plan including, without limitation, start and end dates for all Tasks and Subtasks, work breakdown structure, Task dependencies, and assignments by Task and Subtask;
- (d) Definition of Customizations, testing, training, and implementation strategy for all Application Software Modules;
- (e) Identification of CONTRACTOR's project team and project organization including, without limitation, defining the roles and responsibilities of the project team members; and
- (f) Identification of project risks and how to address these risks.

Deliverable 10.2 Project Status Reports – Until Amendment No. 3 Effective Date

CONTRACTOR shall prepare and present to the County Project Director and County Project Manager, at a minimum monthly or as agreed upon or as specified in the PCD, a written Project Status Report to report project progress, plans, and outstanding issues until the Amendment No. 3 Effective Date. The Project Status Report shall include, without limitation, the following:

- (a) the period covered by the report;
- (b) project progress and plans;
- (c) Problem (see Appendix I to this exhibit) or other issue tracking (including, without limitation, Problems or other issues resolved and Problems or other issues to be resolved) and Change Order process;
- (d) project schedule (including, without limitation, Work scheduled for completion which was not completed);
- (e) project work area and education facility;
- (f) readiness assessments;
- (g) updates to the PCD;
- (h) project risks identified through quality assurance process;
- (i) any other information that County may from time to time reasonably require.

**Deliverable 10.3 Project Status Reports - Amendment No. 3
Effective Date through System Final Acceptance
of Phase 2/Stage 1**

CONTRACTOR shall prepare and present to the County Project Director and County Project Manager, at a minimum monthly or as agreed upon or as specified in the PCD, a written Project Status Report to report project progress, plans, and outstanding issues during the period commencing on the Amendment No. 3 Effective Date through System Final Acceptance of Phase 2/Stage 1. The Project Status Report shall include, without limitation, the following:

- (d) the period covered by the report;
- (e) project progress and plans;
- (f) Problem or other issue tracking (including, without limitation, Problems or other issues resolved and Problems or other issues to be resolved) and Change Order process;
- (d) project schedule (including, without limitation, Work scheduled for completion which was not completed);
- (e) project work area and education facility;
- (f) readiness assessments;
- (g) updates to the PCD;
- (h) project risks identified through quality assurance process;
- (i) any other information that County may from time to time reasonably require.

TASK 11 COMPREHENSIVE TITLE 15 APPLICATION SOFTWARE MODULE

This Task consists of the development and implementation of a comprehensive Title 15 compliance module. It does not include the automation of the Uniform Daily Report, nor does it include an implementation of CONTRACTOR's Business Intelligence (BI) Module and associated reporting from BI. It does include wireless queries and updates from hand-held devices and the other documented requirements as identified in the Comprehensive Title 15 Functional Requirements Definition (FRD) Document, dated March, 2009. The existing Title 15 pilot project functionality will be expanded and replaced by this Title 15 Module. This Task includes design Specifications, construction of a Title 15 Application Software Module, system testing, user acceptance testing support, T&M Training, and T&M Implementation.

Subtask 11.1 Confirm Requirements for the Title 15 Application Software Module.

CONTRACTOR, in conjunction with COUNTY, shall conduct requirements review sessions to confirm and validate requirements as identified in the Title 15 FRD. Based upon this review process, requirements will be confirmed and finalized. If the scope of requirements for this Module changes, other than minor clarifications and modifications that have minimal impact on scope, the change control process will be utilized to incorporate the modified Title 15 requirements.

Subtask 11.2 Design the Title 15 Application Software Module.

CONTRACTOR shall design this Module and prepare system design Specifications. This design will be consistent with requirements as specified in the final Title 15 FRD. A Prototype, including screen displays and navigation, will be constructed and demonstrated to COUNTY to ensure all user interface requirements have been fully incorporated in the system design.

Subtask 11.3 Construct and Test Title 15 Application Software Module.

CONTRACTOR shall construct and test the Title 15 Application Software Module. This Module will be constructed as designed in the system design Specifications

(Subtask 11.2). This Module will be unit tested, system tested, and delivered to COUNTY ready for user acceptance testing. Test scripts used by the CONTRACTOR during unit testing and system testing will be delivered to the COUNTY for user acceptance testing.

Subtask 11.4 Provide Support to COUNTY in Conduct of User Acceptance Testing of Title 15 Application Software Module.

CONTRACTOR shall provide technical assistance in support of user acceptance testing conducted by COUNTY based upon test scripts provided by CONTRACTOR (Deliverable 11.3) and additional test scripts prepared by COUNTY. Scripts will generally include defined input and expected output results for each function based upon the design Specifications. COUNTY will document Problems discovered during testing. COUNTY will identify, track, and report Problems during user acceptance testing to CONTRACTOR. COUNTY will generally report all Problems to CONTRACTOR using CONTRACTOR's web-based issue reporting mechanism. COUNTY will assign a Severity level to each Problem consistent with the Severity definitions in Appendix I to this exhibit.

CONTRACTOR shall make every effort to resolve all Severity 1 and 2 Problems within one Business Day. If not resolved within one Business Day, County's Project Director and Contractor's Project Director shall be notified in writing immediately and Contractor shall provide a continuous level of effort to resolve such problems. Severity 3 Problems shall be resolved prior to approval of Deliverable 20.1, System Final Acceptance. Severity 4 Problems shall be resolved when time permits. In addition to taking resolution action, CONTRACTOR shall provide reasonable support to COUNTY acceptance testers in the operation of the Title 15 Application Software Module. Following resolution action by CONTRACTOR, COUNTY will conduct regression testing until this Module has been successfully user acceptance tested.

**Subtask 11.5 Train COUNTY Users in Title 15 Application Software Module –
DELETED UNDER AMENDMENT NUMBER SIX**

Subtask 11.6 Provide T&M Implementation Support for Title 15 Application Software Module.

CONTRACTOR shall provide T&M technical assistance in support of system cutover and transition to the Title 15 Application Software Module. This support will ensure that user interaction with the Title 15 Application Software Module is fully integrated into COUNTY's business processes.

**Subtask 11.7 Maintain Production Use of Title 15 Application Software Module 30 Days with No Severity 1 or 2 Problems –
DELETED UNDER AMENDMENT NUMBER SIX**

Deliverable 11.1 Requirements Confirmation Report.

CONTRACTOR shall deliver a Requirements Confirmation Report identifying modifications to Title 15 requirements, if any, based upon the outcomes of the requirements confirmation sessions. Any new agreed upon requirements, following change control process, will be incorporated into the Title 15 FRD.

Deliverable 11.2 Design Specifications for the Title 15 Application Software Module.

CONTRACTOR shall deliver system design Specifications for the Title 15 Application Software Module. These Specifications and screen displays shall be consistent with requirements as specified in the Title 15 FRD. CONTRACTOR shall also prepare and present to COUNTY a Prototype of this Module to ensure user that the user interface design meets user requirements.

Deliverable 11.3 Construct and Test Title 15 Application Software Module.

CONTRACTOR shall deliver to COUNTY a constructed and tested Title 15 Application Software Module. This Module will be constructed as designed in the approved system design Specifications (Deliverable 11.2). This Module will be unit tested, system tested, and delivered to COUNTY ready for user acceptance testing. CONTRACTOR shall deliver test scripts used during CONTRACTOR system testing in support of user acceptance testing conducted by COUNTY.

Deliverable 11.4 Successful User Acceptance Testing of Title 15 Application Software Module.

CONTRACTOR shall provide T&M technical assistance in support of user acceptance testing conducted by COUNTY based upon test scripts used by CONTRACTOR as part of system testing and additional test scripts prepared by COUNTY. CONTRACTOR shall correct all Severity 1 and 2 Problems. In addition to taking resolution action, CONTRACTOR shall provide reasonable support to COUNTY acceptance testers in the operation of this Module.

**Deliverable 11.5 Train COUNTY Users in Title 15 Application Software Module –
DELETED UNDER AMENDMENT NUMBER SIX**

Deliverable 11.6 Module Go-Live for Title 15 Application Software Module.

CONTRACTOR shall deliver T&M technical assistance in support of system cutover and transition to production use of the Title 15 Application Software Module. This support will ensure that user interaction with the Title 15 Application Software Module is fully integrated into COUNTY's business processes. It will also include T&M assistance with the transfer from the acceptance testing to production environment and transition to CONTRACTOR's Help Desk for support of the Title 15 Application Software Module in the production environment.

**Deliverable 11.7 Module Acceptance for Title 15 Application Software Module –
DELETED UNDER AMENDMENT NUMBER SIX**

**TASK 12 PAY-FOR-STAY INTERFACE –
DELETED UNDER AMENDMENT NUMBER THREE**

TASK 13. FIT-GAP ANALYSIS FOR CONSOLIDATED BOOKING APPLICATION SOFTWARE MODULE

This Task consists of the fit-gap analysis for the Consolidated Booking Application Software Module. All the functions associated with the initial booking and intake processes of inmates at law enforcement agencies throughout the County that are currently accomplished in AJIS are within the scope of this Module. This functionality includes the consolidated booking processes of both

COUNTY and local law enforcement agencies that currently book inmates directly into AJIS and/or book indirectly through LIVESCAN or other Interfaces. The generation of inmate wristbands is also within the scope of the Module. The fit-gap analysis shall be conducted in two steps. In the first step, an analysis of both fits and gaps between the CONTRACTOR's Baseline Application Software Modules to accomplish inmate booking and the COUNTY's business processes shall be conducted and documented in a Preliminary Fit-Gap Analysis Report. This document shall identify (a) the fits between the COUNTY's business processes and the CONTRACTOR's Baseline Application Software Modules and (b) the gaps including alternatives considered and any recommended Customizations and Interfaces. The impact on business operations and recommendations for business process re-engineering shall be described. In the second step, based upon feedback from COUNTY, the CONTRACTOR shall prepare a Final Fit-Gap Analysis Report for Consolidated Booking Application Software Module documenting at a detailed level the gaps identified and final recommendations for addressing the gaps. For Customizations and Interfaces recommended, the functionality of the Customizations and Interfaces shall be described, costs estimated, and the impact on the business operation identified.

Subtask 13.1 Perform Fit-Gap Analysis for the Consolidated Booking Application Software Module

CONTRACTOR shall conduct an analysis of fits and gaps between the CONTRACTOR's Baseline Application Software Modules to accomplish inmate booking and the COUNTY's current business processes. CONTRACTOR shall identify and document differences including recommended Customizations and Interfaces. Alternatives considered and recommended Customizations and Interfaces to address these identified gaps, including impact on the business operation and any business process re-engineering recommendations, shall be documented and presented to COUNTY in a Preliminary Fit-Gap Analysis Report.

Subtask 13.2 Prepare a Final Fit-Gap Analysis Report for the Consolidated Booking Application Software Module

CONTRACTOR shall present to COUNTY the Preliminary Fit-Gap Analysis Report. Prototyping of user interface screens and navigation will be performed as part of this

Subtask. Based upon COUNTY feedback from the presentation of the Preliminary Fit-Gap Analysis Report, CONTRACTOR shall document at a detailed level the gaps identified and final recommendations for addressing the gaps. For Customizations and Interfaces recommended, the functionality of the Customizations and Interfaces shall be described, costs estimated, and the impact on the business operation identified in a Final Fit-Gap Analysis Report for the Consolidated Booking Application Software Module.

Deliverable 13.1 Preliminary Fit-Gap Analysis Report for Consolidated Booking Application Software Module

CONTRACTOR shall deliver and present a Preliminary Fit-Gap Analysis Report to COUNTY for review and analysis by COUNTY. The Preliminary Gap Analysis Report shall consist of documentation of fits and gaps between the CONTRACTOR's Baseline Application Software Modules and COUNTY business processes for consolidated booking, identification of Customizations and Interfaces required to address the gaps, and recommendations for business process re-engineering, as appropriate.

Deliverable 13.2 Final Fit-Gap Analysis Report for Consolidated Booking Application Software Module

CONTRACTOR shall deliver to COUNTY a Final Fit-Gap Analysis Report based upon feedback from COUNTY and revisions made to the preliminary report. The Final Fit-Gap Analysis Report shall document the fits and gaps identified, alternatives considered, and final recommendations for addressing the gaps. For Customizations and Interfaces recommended, the functionality of the Customizations and Interfaces shall be described, costs estimated, and impact on the business operation defined.

TASK 14. FIT-GAP ANALYSIS FOR LEGAL CASES AND DOCUMENTS APPLICATION SOFTWARE MODULE

This Task consists of the fit-gap analysis for the Legal Cases and Documents Application Software Module. All the functions associated with the processing of an inmate's court cases, charges, court appearances, orders, bail tracking, legal documents, and sentence calculation that are currently accomplished in AJIS and through manual processes by the Document Control Unit of the

Custody Inmate Reception Center (IRC) are within the scope of this Module. Interfaces with the Trial Court Information System (TCIS) will be a major component of the Module to minimize the current practices requiring redundant data entry of court data. The fit-gap analysis shall be conducted in two steps. In the first step, an analysis of both fits and gaps between the CONTRACTOR's Baseline Application Software Modules to manage legal cases and documents and the COUNTY's business processes shall be conducted and documented in a Preliminary Fit-Gap Analysis Report. This document shall identify (a) the fits between the COUNTY's business processes and the CONTRACTOR's Baseline Application Software Modules and (b) the gaps including alternatives considered and any recommended Customizations and Interfaces. The impact on business operations and recommendations for business process re-engineering shall be described. In the second step, based upon feedback from COUNTY, the CONTRACTOR shall prepare a Final Fit-Gap Analysis Report for the Legal Cases and Documents Application Software Module documenting at a detailed level the gaps identified and final recommendations for addressing the gaps. For Customizations and Interfaces recommended, the functionality of the Customizations and Interfaces shall be described, costs estimated, and the impact on the business operation identified.

Subtask 14.1 Perform Fit-Gap Analysis for the Legal Cases and Documents Application Software Module

CONTRACTOR shall conduct an analysis of fits and gaps between the CONTRACTOR's Baseline Application Software Modules to manage legal cases and documents and the COUNTY's current business processes. CONTRACTOR shall identify and document differences including recommended Customizations and Interfaces. Alternatives considered and recommended Customizations and Interfaces to address these identified gaps, including impact on the business operation and any business process re-engineering recommendations, shall be documented and presented to COUNTY in a Preliminary Fit-Gap Analysis Report.

Subtask 14.2 Prepare a Final Fit-Gap Analysis Report for the Legal Cases and Documents Application

CONTRACTOR shall present to COUNTY the Preliminary Fit-Gap Analysis Report. Prototyping of user interface screens and navigation will be performed as part of this

Subtask. Based upon COUNTY feedback from the presentation of the Preliminary Fit-Gap Analysis Report, CONTRACTOR shall document at a detailed level the gaps identified and final recommendations for addressing the gaps. For Customizations and Interfaces recommended, the functionality of the Customizations and Interfaces shall be described, costs estimated, and the impact on the business operation identified in a Final Fit-Gap Analysis Report for the Legal Cases and Documents Application Software Module.

Deliverable 14.1 Preliminary Fit-Gap Analysis Report for Legal Cases and Documents Application Software Module

CONTRACTOR shall deliver and present a Preliminary Fit-Gap Analysis Report to COUNTY for review and analysis by COUNTY. The Preliminary Fit-Gap Analysis Report shall consist of documentation of fits and gaps between the CONTRACTOR's Baseline Application Software Modules and COUNTY business processes for managing legal cases and documents, identification of Customizations and Interfaces required to address the gaps, and recommendations for business process re-engineering, as appropriate.

Deliverable 14.2 Final Fit-Gap Analysis Report for Legal Cases and Documents Application Software Module

CONTRACTOR shall deliver to COUNTY a Final Fit-Gap Analysis Report based upon feedback from COUNTY and revisions made to the preliminary report. The Final Fit-Gap Analysis Report shall document the fits and gaps identified, alternatives considered, and final recommendations for addressing the gaps. For Customizations and Interfaces recommended, the functionality of the Customizations and Interfaces shall be described, costs estimated, and impact on the business operation defined.

TASK 15. VISITS MANAGEMENT APPLICATION SOFTWARE MODULE

This Task consists of the development and implementation of the Visits Management Application Software Module. The functions associated with managing the inmate visiting process and tracking visitor activities are within the scope of this Module. The current visiting processes are largely manual. A Concept of Operations for Visits Management was prepared by CONTRACTOR in November,

2006. Subsequently, a Functional Requirements Document (FRD) was prepared and approved in March, 2009. This Task will implement the Visits Management Application Software Module inclusive of the Customizations that are identified as within scope in the FRD.

Subtask 15.1 Confirm Requirements for the Visits Management Application Software Module.

CONTRACTOR, in conjunction with COUNTY, shall conduct requirements review sessions to confirm and validate requirements based upon the FRD. Upon completion of this review and confirmation process, requirements will be confirmed and finalized.

**Subtask 15.2 Design the Visits Management Application Software Module –
DELETED UNDER AMENDMENT NUMBER SIX**

**Subtask 15.3 Construct and Test Visits Management Application Software Module –
DELETED UNDER AMENDMENT NUMBER SIX**

**Subtask 15.4 Provide Support to COUNTY in Conduct of User Acceptance Testing of Visits Management Application Software Module –
DELETED UNDER AMENDMENT NUMBER SIX**

**Subtask 15.5 Train COUNTY Users in Visits Management Application Software Module –
DELETED UNDER AMENDMENT NUMBER SIX**

**Subtask 15.6 Provide T&M Implementation Support for Visits Management Application Software Module –
DELETED UNDER AMENDMENT NUMBER SIX**

**Subtask 15.7 Maintain Production Use of Visits Management Application Software Module 30 Days with No Severity 1 or 2 Problems –
DELETED UNDER AMENDMENT NUMBER SIX**

Deliverable 15.1 Requirements Confirmation Report.

CONTRACTOR shall deliver a Requirements Confirmation Report confirming Visits Management Application Software requirements, including Customizations, based upon the

outcome of the requirements confirmation sessions. Any new, agreed-upon Customizations, beyond the scope of the FRD, will be incorporated through the change control process.

- Deliverable 15.2 Design Specifications for the Visits Management Application Software Module –**
DELETED UNDER AMENDMENT NUMBER SIX
- Deliverable 15.3 Constructed and Tested Visits Management Application Software Module –**
DELETED UNDER AMENDMENT NUMBER SIX
- Deliverable 15.4 Successful User Acceptance Testing of Visits Management Application Software Module –**
DELETED UNDER AMENDMENT NUMBER SIX
- Deliverable 15.5 Train COUNTY Users in Visits Management Application Software Module –**
DELETED UNDER AMENDMENT NUMBER SIX
- Deliverable 15.6 Module Go-Live for Visits Management Application Software Module –**
DELETED UNDER AMENDMENT NUMBER SIX
- Deliverable 15.7 Module Acceptance for Visits Management Application Software Module –**
PARTIALLY ACCEPTED UNDER AMENDMENT NUMBER SIX

TASK 16 JIMS UPGRADE TO ORACLE 10g

This Task consists of the migration of the Oracle Application Services middle tier Application Software Modules for Phase 1 from Oracle version 6 to version 10g and the backend JIMS Oracle database from Oracle version 8 to version 10g running on the HP-UX operating system. Upon completion of this task, all Phase 1 JIMS Application Software Modules shall be fully operational on Oracle version 10g inclusive of COUNTY's Customizations of the Baseline Application Software Modules. Interfaces will be upgraded to 10g as a component of Task 26. The JIMS Oracle database shall be fully operational as an Oracle 10g database on the COUNTY's SuperDome computing environment using HP-UX Version 11.23 or later version. All Phase 2 Stage 1 JIMS application Software Modules will be initially deployed in this Oracle 10g environment.

Subtask 16.1 Prepare an Oracle 10g Migration Plan

CONTRACTOR shall prepare an Oracle 10g Migration Plan identifying all the steps required to complete this Task. A baseline of components currently within the JIMS Phase 1 production environment will be documented. Components which have been customized for the COUNTY as well as components which are CONTRACTOR's Baseline Application Software will be clearly identified in the Oracle 10g Migration Plan.

Subtask 16.2 Migrate JIMS Phase 1 Database to Oracle 10g

CONTRACTOR shall develop scripts and migrate the JIMS Phase 1 database from the existing Oracle version 8 to Oracle 10g running on HP-UX operating system Version 11.23 or later version. Upon completion of this Subtask, the JIMS Phase 1 Oracle 10g database will be ready for testing on the COUNTY's SuperDome computing environment.

Subtask 16.3 Migrate JIMS Phase 1 Application Software Modules with Customizations to Oracle 10g

CONTRACTOR shall migrate and recompile the JIMS Phase 1 Application Software Modules with Customizations using Oracle 10g. Upon completion of this Subtask, the middle-tier Oracle Forms and Reports that comprise the JIMS Phase 1 Application Software Modules will be ready for system testing as an Oracle 10g application.

Subtask 16.4 Conduct System Testing of the Oracle 10g Version of JIMS Phase 1 Application Software Modules

CONTRACTOR shall perform system testing of the Oracle 10g version of JIMS Phase 1 to ensure full functionality and data integrity. Upon completion of this Subtask, the 10g version of JIMS Phase 1 will be ready for user acceptance testing.

Subtask 16.5 Provide Support to COUNTY in Conduct of User Acceptance Testing of the Oracle 10g Version of JIMS Phase 1 Application Software Modules

CONTRACTOR shall provide technical assistance in support of user acceptance testing conducted by COUNTY based

upon test scripts provided by CONTRACTOR (Deliverable 25.4) and additional test scripts prepared by COUNTY. Scripts will generally include defined input and expected output results for each function based upon the design Specifications. COUNTY will document Problems discovered during testing. COUNTY will identify, track, and report Problems during user acceptance testing to CONTRACTOR. COUNTY will generally report all Problems to CONTRACTOR using CONTRACTOR's web-based issue reporting mechanism. COUNTY will assign a Severity level to each Problem consistent with the Severity definitions in Appendix I to this exhibit.

CONTRACTOR shall make every effort to resolve all Severity 1 and 2 Problems within one Business Day. If not resolved within one Business Day, County's Project Director and Contractor's Project Director shall be notified in writing immediately and Contractor shall provide a continuous level of effort to resolve such problems. Severity 3 Problems shall be resolved prior to approval of Deliverable 20.1, System Final Acceptance. Severity 4 Problems shall be resolved when time permits. In addition to taking resolution action, CONTRACTOR shall provide reasonable support to COUNTY acceptance testers in the operation of the Oracle 10g Version of JIMS Phase 1 Application Software Modules. Following resolution action by CONTRACTOR, COUNTY will conduct regression testing until this Module has been successfully user acceptance tested.

Subtask 16.6 Train COUNTY Trainers in Oracle 10g Version of JIMS Phase 1 Application Software Modules.

CONTRACTOR shall confirm the training strategy developed in the PCD. CONTRACTOR shall deliver T&M Training classes and training material to key COUNTY staff, as designated by the County Project Director, for the Oracle 10g version of JIMS Phase 1 Application Software Modules. The training materials and classes shall give COUNTY staff comprehensive instruction in the use of the Oracle 10g Version of JIMS Phase 1 Application Software Modules. Each T&M Training session shall include a maximum of ten (10) students.

Subtask 16.7 Provide T&M Implementation Support for Oracle 10g Version of JIMS Phase 1 Application Software Modules.

CONTRACTOR shall provide T&M technical assistance in support of system cutover and transition to the Oracle 10g version of JIMS Phase 1 Application Software Modules. This support will ensure that user interaction is fully integrated into COUNTY's business processes. It will also include T&M assistance with the transfer from the acceptance testing to production environment and transition to CONTRACTOR's Help Desk for support of the Oracle 10g version of JIMS Phase 1 Application Software Modules in the production environment.

Subtask 16.8 Maintain Production Use of Oracle 10g Version of JIMS Phase 1 Application Software Modules 30 Days with No Severity 1 or 2 Problems

The JIMS Phase 1 Application Software Modules shall be maintained in production use with no Severity 1 or 2 problems as defined in Appendix I of this exhibit for 30 days following Deliverable 16.7.

Deliverable 16.1 Oracle 10g Migration Plan

CONTRACTOR shall deliver a Data Migration Plan documenting the steps required to complete this Task. This document will include a description of all components within the JIMS production environment. Components which have been customized for the COUNTY and components which are CONTRACTOR's Baseline Application Software will be clearly identified in the Oracle 10g Migration Plan.

Deliverable 16.2 Migrate JIMS Phase 1 Database to Oracle 10g on HP-UX Operating System

CONTRACTOR shall deliver a set of data migration scripts to convert the JIMS Phase 1 data to the Oracle 10g database. The JIMS Phase 1 database will be successfully migrated and recompiled using Oracle 10g on HP-UX operating system Version 11.23 or later version.

Deliverable 16.3 Migrate JIMS Phase 1 Application Software Modules with Customizations to Oracle 10g

CONTRACTOR shall deliver to COUNTY constructed and tested JIMS Phase 1 Application Software Modules with Customizations that have been successfully migrated and recompiled to Oracle 10g.

Deliverable 16.4 System Test Oracle 10g Version of JIMS Phase 1 Application Software Modules

CONTRACTOR shall deliver to COUNTY system tested JIMS Phase 1 Application Software Modules that have been migrated to Oracle 10g and use the Oracle 10g database operating under HP-UX on the Superdome. These Modules will be successfully system tested and delivered to COUNTY ready for user acceptance testing. CONTRACTOR shall deliver test scripts used during CONTRACTOR system testing.

Deliverable 16.5 Successful User Acceptance Testing of the Oracle 10g Version of JIMS Phase 1 Application Software Modules.

CONTRACTOR shall provide technical assistance in support of user acceptance testing conducted by COUNTY. CONTRACTOR shall correct all Severity 1 and 2 Problems. In addition to taking resolution action, CONTRACTOR shall provide reasonable support to COUNTY acceptance testers in the operation of these Modules.

Deliverable 16.6 Train COUNTY Users in the Oracle 10g Version of JIMS Phase 1 Application Software Modules.

CONTRACTOR shall deliver T&M Training classes and training material to key COUNTY staff, as designated by the County Project Director, for the Oracle 10g version of the JIMS Phase 1 Application Software Modules. The training materials and classes shall give COUNTY staff comprehensive instruction in the use of the Oracle 10g version of the JIMS Phase 1 Application Software Modules. Each T&M Training session shall include a maximum of ten (10) students.

Deliverable 16.7 Module Go-Live for the Oracle 10g Version of JIMS Phase 1 Application Software Modules.

CONTRACTOR shall deliver T&M technical assistance in support of system cutover and transition to production use of

the Oracle 10g version of the JIMS Phase 1 Application Software Modules. This support will ensure that user interaction with the 10g version Application Software Modules is fully integrated into COUNTY's business processes. It will also include T&M assistance with the transfer from the acceptance testing to production environment and transition to CONTRACTOR's Help Desk for support of the Oracle 10g version of the JIMS Phase 1 Application Software Modules in the production environment.

Deliverable 16.8 Module Acceptance for Oracle 10g Version of JIMS Phase 1 Application Software Modules.

The Oracle 10g version of the JIMS Phase 1 Application Software Modules shall be maintained in production use with no Severity 1 or 2 Problems, as determined in the sole judgment of COUNTY Project Director, for thirty (30) consecutive days following COUNTY's written approval of Deliverable 16.7 (Module Go-Live for the Oracle 10g Version of JIMS Phase 1 Application Software Modules) pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

TASK 17 INTERFACE UPGRADES AND TCIS (Trial Courts Information System) INTERFACE DEVELOPMENT

This Task builds upon the JIMS/AJIS interface completed in Phase 1 with the objective of accomplishing the following:

- (a) Migration of the JIMS Phase 1 Interface Software to Oracle 10g Data Model,
- (b) Upgrade of xTAG to Version 5,

As with the JIMS Phase 1 Application Software Modules, the Phase 1 Interface Software will be migrated to Oracle 10g. These interfaces will continue to use xTAG and all posting routines will be modified to function with the Oracle 10G data model. Concurrent with this process, xTAG will be upgraded to the current release, version 5, while maintaining the current AJIS-JIMS Interface functionality.

The xTAG upgrade to version 5 will provide improvements in the following areas:

- (a) Overall management of shutdown, restart, debugging, and queuing of messages.
- (b) Efficient data posting routines.

Subtask 17.1 Define Requirements to Migrate JIMS Phase 1 Interface to Oracle 10g

CONTRACTOR shall prepare a migration plan and identify requirements to migrate current JIMS Phase 1 Interface to Oracle 10g only. The migration plan and the functional and technical requirements of the current interface will be identified for the Oracle 10g migration shall be identified in this Subtask and documented in the FRD. The FRD shall be presented to COUNTY for approval.

Subtask 17.2 Design the Migration of JIMS Phase 1 Interface to Oracle 10g

CONTRACTOR shall design this Module and prepare system design Specifications. This design will be consistent with the migration plan and requirements as specified in the Deliverable 17.1, Migration Plan and Functional Requirements Definition (FRD) for JIMS Phase 1 Interface Migration to Oracle 10g.

Subtask 17.3 Construct and Test the Migration of JIMS Phase 1 Interface to Oracle 10g

CONTRACTOR shall construct and test the JIMS Phase 1 Interface migration to Oracle 10g. This Interface will be constructed as designed in the system design Specifications (Subtask 17.2). The Interface Software will be unit tested, system tested, and delivered to COUNTY ready for user acceptance testing. Test scripts used by the CONTRACTOR during unit testing and system testing will be delivered to the COUNTY for user acceptance testing.

Subtask 17.4 Install and Test Version 5 of xTAG

CONTRACTOR shall install and test the new version 5 of xTAG that replaces the existing JIMS Phase 1 version of xTAG. The version 5 release of xTAG will be unit tested, system tested, and delivered to COUNTY ready for user acceptance testing. Test scripts used by the CONTRACTOR during unit testing and system testing will be delivered to the COUNTY for user acceptance testing.

Subtask 17.5 Provide Support to COUNTY in Conduct of User Acceptance Testing of Oracle 10g Version of JIMS Phase 1 Interface Software and Version 5 of xTAG

CONTRACTOR shall provide technical assistance in support of user acceptance testing conducted by COUNTY based upon test scripts provided by CONTRACTOR (Deliverables 17.3 and 17.4) and additional test scripts prepared by COUNTY. Scripts will generally include defined input and expected output results for each function based upon the design Specifications. COUNTY will document Problems discovered during testing. COUNTY will identify, track, and report Problems during user acceptance testing to CONTRACTOR. COUNTY will generally report all Problems to CONTRACTOR using CONTRACTOR's web-based issue reporting mechanism. COUNTY will assign a Severity level to each Problem consistent with the Severity definitions in Appendix I to this exhibit.

CONTRACTOR shall make every effort to resolve all Severity 1 and 2 Problems within one Business Day. If not resolved within one Business Day, County's Project Director and Contractor's Project Director shall be notified in writing immediately and Contractor shall provide a continuous level of effort to resolve such problems. Severity 3 Problems shall be resolved prior to approval of Deliverable 20.1, System Final Acceptance. Severity 4 Problems shall be resolved when time permits. In addition to taking resolution action, CONTRACTOR shall provide reasonable support to COUNTY acceptance testers in the operation of the Oracle 10g version of JIMS Phase 1 Interface Software and version 5 of xTAG. Following resolution action by CONTRACTOR, COUNTY will conduct regression testing until the Interface Software has been successfully user acceptance tested.

Subtask 17.6 Provide T&M Implementation Support to COUNTY for Oracle 10g Version of JIMS Phase 1 Interface Software and Version 5 of xTAG

CONTRACTOR shall provide T&M technical assistance in support of system cutover and transition to the Oracle 10g version of the JIMS Phase 1 Interface Software and version 5 of xTAG. This support will ensure that user interaction with the Interface Software and xTAG is fully integrated into COUNTY's operation. It will also include T&M assistance with the transfer from the acceptance testing to production

environment and transition to CONTRACTOR's Help Desk for support of the JIMS Phase 1 Interface Software and version 5 of xTAG in the production environment.

Subtask 17.7 Maintain Production Use of Oracle 10g Version of JIMS Phase 1 Interface Software and Version 5 of xTAG for 30 Days with No Severity 1 or 2 Problems

The Oracle 10g version of the JIMS Phase 1 Interface Software and version 5 of xTAG shall be maintained in production use with no Severity 1 or 2 Problems, as determined in the sole judgment of COUNTY Project Director, for thirty (30) consecutive days following COUNTY's written approval of Deliverable 20.6 (Module Go-Live for the JIMS Phase 1 Interface Software and Version 5 of xTAG) pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

**Subtask 17.8 Define Requirements to Develop TCIS Interface in Support of Legal Documents Module –
DELETED UNDER AMENDMENT NUMBER SIX**

**Subtask 17.9 Design the TCIS Interface in Support of Legal Documents Module –
DELETED UNDER AMENDMENT NUMBER SIX**

**Subtask 17.10 Construct and Test the TCIS Interface in Support of Legal Documents Module –
DELETED UNDER AMENDMENT NUMBER SIX**

**Subtask 17.11 Provide Support to COUNTY in Conduct of User Acceptance Testing of TCIS Interface in Support of Legal Documents Module –
DELETED UNDER AMENDMENT NUMBER SIX**

**Subtask 17.12 Provide T&M Implementation Support to COUNTY for TCIS Interface in Support of Legal Documents Module –
DELETED UNDER AMENDMENT NUMBER SIX**

**Subtask 17.13 Maintain Production Use of TCIS Interface in Support of Legal Documents Module for 30 Days with No Severity 1 or 2 Problems –
DELETED UNDER AMENDMENT NUMBER SIX**

Deliverable 17.1 Migration Plan and Functional Requirements Definition (FRD) for JIMS Phase 1 Interface Migration to Oracle 10g

CONTRACTOR shall deliver an FRD consisting of a Migration Plan identifying the steps required to complete this Task and a description of technical and functional requirements to be met. This document will require COUNTY approval before proceeding with this Task.

Deliverable 17.2 Design Specifications for the Migration of JIMS Phase 1 Interface to Oracle 10g

CONTRACTOR shall prepare a document consisting of system design Specifications. This design will be consistent with the migration plan and requirements as specified in the Deliverable 17.1, Migration Plan and Functional Requirements Definition (FRD) for JIMS Phase 1 Interface Migration to Oracle 10g.

Deliverable 17.3 Construct and Test Software for the Migration of JIMS Phase 1 Interface to Oracle 10g

CONTRACTOR shall deliver a constructed and tested JIMS Phase 1 Interface that has been migrated to Oracle 10g. This Interface will be constructed as designed in the system design Specifications (Deliverable 17.2). The Interface Software will be delivered to COUNTY ready for user acceptance testing. Test scripts used by the CONTRACTOR during unit testing and system testing will also be delivered to the COUNTY for user acceptance testing.

Deliverable 17.4 Installed and Tested Version 5 of xTAG

CONTRACTOR shall deliver an installed and tested version 5 of xTAG software ready for user acceptance testing.

Deliverable 17.5 Successful User Acceptance Testing of Oracle 10g Version of JIMS Phase 1 Interface Software and Version 5 of xTAG

CONTRACTOR shall provide technical assistance in support of user acceptance testing conducted by COUNTY. CONTRACTOR shall correct all Severity 1 and 2 Problems. In addition to taking resolution action, CONTRACTOR shall

provide reasonable support to COUNTY acceptance testers in the operation of this Interface.

Deliverable 17.6 Module Go-Live for Oracle 10g Version of JIMS Phase 1 Interface Software and Version 5 of xTAG

CONTRACTOR shall deliver T&M technical assistance in support of system cutover and transition to production use of the Oracle 10g Version of JIMS Phase 1 Interface Software and Version 5 of xTAG. This support will ensure that this Module functions as planned in the production environment. It will also include T&M assistance with the transfer from the acceptance testing to production environment and transition to CONTRACTOR's Help Desk for support of the Oracle 10g Version of JIMS Phase 1 Interface Software and Version 5 of xTAG in the production environment.

Deliverable 17.7 Module Acceptance for the Oracle 10g Version of JIMS Phase 1 Interface Software and Version 5 of xTAG

The Oracle 10g Version of JIMS Phase 1 Interface Software and Version 5 of xTAG shall be maintained in production use with no Severity 1 or 2 Problems, as determined in the sole judgment of COUNTY Project Director, for thirty (30) consecutive days following COUNTY's written approval of Deliverable 17.6 (Module Go-Live for the Oracle 10g Version of JIMS Phase 1 Interface Software and Version 5 of xTAG) pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

**Deliverable 17.8 Functional Requirements Definition (FRD) for TCIS Interface in Support of Legal Documents Module –
DELETED UNDER AMENDMENT NUMBER SIX**

**Deliverable 17.9 Design Specifications for TCIS Interface in Support of Legal Documents Module –
DELETED UNDER AMENDMENT NUMBER SIX**

**Deliverable 17.10 Constructed and Tested Software for TCIS Interface in Support of Legal Documents Module –
DELETED UNDER AMENDMENT NUMBER SIX**

Deliverable 17.11 Successful User Acceptance Testing of TCIS Interface in Support of Legal Documents Module –

DELETED UNDER AMENDMENT NUMBER SIX

Deliverable 17.12 Module Go-Live for TCIS Interface in Support of Legal Documents Module –
DELETED UNDER AMENDMENT NUMBER SIX

Deliverable 17.13 Module Acceptance for TCIS Interface in Support of Legal Documents Module –
DELETED UNDER AMENDMENT NUMBER SIX

TASK 18 PHASE 1 APPLICATION SOFTWARE ENHANCEMENTS

This Task consists of Customizations to Phase 1 Application Software Modules to enhance functionality based upon operational experience with these Modules. Trust Accounting, Case Jacket Tracking, and Property Management are the Application Software Modules within the scope of this Task. These Customizations are identified in detail in the Phase 1 Module Enhancements Functional Requirements Definition (FRD) Document dated May 2009. Trust Accounting Enhancements include modifications to two reports, changes to two forms, and incorporation of new edits and business rules related to deposits and balances in inmate accounts. Case Jacket Tracking Enhancements consist of modifications to forms for consistency and ease of use of pop-up list of values, modifications to the logging of print records, and the handling of case jacket final disposition to an out of custody location. The Property Module Enhancements consist of several minor modifications to forms, reports, and navigation as identified in the Phase 1 Enhancements FRD. There is also a requirement for new functionality related to purging, letter generation, and property ledger as defined in Phase 1 Enhancements FRD. This Task includes confirmation of requirements, design Specifications, construction of Phase 1 Module enhancements, system testing, user acceptance testing support, T&M Training, and T&M Implementation Support resulting in full operation of Phase 1 Module Enhancements.

Subtask 18.1 Confirm Requirements for the Property and Case Jacket Application Software Enhancements.

CONTRACTOR, in conjunction with COUNTY, shall conduct requirements review sessions to confirm and validate requirements for Property and Case Jacket Application Software Enhancements as identified in the Phase 1 Enhancements FRD. Based upon this review process, requirements will be confirmed and finalized. If the scope of requirements change, other than minor clarifications and

modifications that have minimal impact on scope, the change control process will be utilized to incorporate the modified Property and Case Jacket Application Software Enhancements requirements.

Subtask 18.2 Confirm Requirements for the Trust Accounting Application Software Enhancements.

CONTRACTOR, in conjunction with COUNTY, shall conduct requirements review sessions to confirm and validate requirements for Trust Accounting Application Software Enhancements as identified in the Phase 1 Enhancements FRD. Based upon this review process, requirements will be confirmed and finalized. If the scope of requirements for this Module change, other than minor clarifications and modifications that have minimal impact on scope, the change control process will be utilized to incorporate the modified Trust Accounting Application Software Enhancements requirements.

Subtask 18.3 Design the Property and Case Jacket Application Software Enhancements.

CONTRACTOR shall design the Property and Case Jacket Application Software Enhancements and prepare system design Specifications. This design will be consistent with requirements as specified in the Requirements Confirmation Report. Prototypes, including screen displays and navigation, will be constructed and demonstrated to COUNTY to ensure all user interface requirements have been fully incorporated in the system design.

Subtask 18.4 Design the Trust Accounting Application Software Enhancements.

CONTRACTOR shall design the Trust Accounting Application Software Enhancements and prepare system design Specifications. This design will be consistent with requirements as specified in the Requirements Confirmation Report. Prototypes, including screen displays and navigation, will be constructed and demonstrated to COUNTY to ensure all user interface requirements have been fully incorporated in the system design.

**Subtask 18.5 Construct and Test Property and Case Jacket
Application Software Enhancements.**

CONTRACTOR shall construct and test the Property and Case Jacket Application Software Enhancements. These enhancements will be constructed as designed in the system design Specifications (Subtask 18.3). The Enhancements will be unit tested, system tested, and delivered to COUNTY ready for user acceptance testing. Test scripts used by the CONTRACTOR during unit testing and system testing will be delivered to the COUNTY for user acceptance testing.

**Subtask 18.6 Construct and Test Trust Accounting Application
Software Enhancements.**

CONTRACTOR shall construct and test the Trust Accounting Application Software Enhancements. These enhancements will be constructed as designed in the system design Specifications (Subtask 18.4). The Enhancements will be unit tested, system tested, and delivered to COUNTY ready for user acceptance testing. Test scripts used by the CONTRACTOR during unit testing and system testing will be delivered to the COUNTY for user acceptance testing.

**Subtask 18.7 Provide Support to COUNTY in Conduct of User
Acceptance Testing of Property and Case Jacket
Application Software Enhancements –
DELETED UNDER AMENDMENT NUMBER SIX**

**Subtask 18.8 Provide Support to COUNTY in Conduct of User
Acceptance Testing of Trust Accounting
Application Software Enhancements –
DELETED UNDER AMENDMENT NUMBER SIX**

**Subtask 18.9 Train COUNTY Users in Property and Case Jacket
Application Software Enhancements –
DELETED UNDER AMENDMENT NUMBER SIX**

**Subtask 18.10 Train COUNTY Users in Trust Accounting
Application Software Enhancements –
DELETED UNDER AMENDMENT NUMBER SIX**

**Subtask 18.11 Provide T&M Implementation Support for Property
and Case Jacket Application Software
Enhancements –
DELETED UNDER AMENDMENT NUMBER SIX**

Subtask 18.12 Provide T&M Implementation Support for Trust Accounting Application Software Enhancements – DELETED UNDER AMENDMENT NUMBER SIX

Subtask 18.13 Maintain Production Use of Property and Case Jacket Application Software Enhancements 30 Days with No Severity 1 or 2 Problems

The Property and Case Jacket Application Software Enhancements shall be maintained in production use with no Severity 1 or 2 Problems, as determined in the sole judgment of COUNTY Project Director, for thirty (30) consecutive days following COUNTY's written approval of Deliverable 18.11 (Module Go-Live for Property and Case Jacket Application Software Enhancements) pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

Subtask 18.14 Maintain Production Use of Trust Accounting Application Software Enhancements 30 Days with No Severity 1 or 2 Problems

The Trust Accounting Application Software Enhancements shall be maintained in production use with no Severity 1 or 2 Problems, as determined in the sole judgment of COUNTY Project Director, for thirty (30) consecutive days following COUNTY's written approval of Deliverable 18.12 (Module Go-Live for Trust Accounting Application Software Enhancements) pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

Deliverable 18.1 Requirements Confirmation Report for Property and Case Jacket Application Software Enhancements.

CONTRACTOR shall deliver a Requirements Confirmation Report identifying modifications to Property and Case Jacket Application Software Enhancements requirements based upon the outcomes of the requirements confirmation sessions. Any new agreed upon requirements, following change control process, will be incorporated into the Phase 1 Enhancements FRD Document.

Deliverable 18.2 Requirements Confirmation Report for Trust Accounting Application Software Enhancements.

CONTRACTOR shall deliver a Requirements Confirmation Report identifying modifications to Trust Accounting Application Software Enhancements requirements based upon the outcomes of the requirements confirmation sessions. Any new agreed upon requirements, following change control process, will be incorporated into the Phase 1 Enhancements FRD Document.

Deliverable 18.3 Design Specifications for the Property and Case Jacket Application Software Enhancements.

CONTRACTOR shall deliver system design Specifications for the Property and Case Jacket Application Software Enhancements. These Specifications and screen displays shall be consistent with requirements as specified in the Phase 1 Enhancements FRD Document. CONTRACTOR shall also prepare and present to COUNTY Prototypes, including screen displays and navigation, of these Enhancements to ensure user that the user interface design meets user requirements.

Deliverable 18.4 Design Specifications for the Trust Accounting Application Software Enhancements.

CONTRACTOR shall deliver system design Specifications for the Trust Accounting Application Software Enhancements. These Specifications and screen displays shall be consistent with requirements as specified in the Phase 1 Enhancements FRD Document. CONTRACTOR shall also prepare and present to COUNTY Prototypes, including screen displays and navigation, of these Enhancements to ensure user that the user interface design meets user requirements.

Deliverable 18.5 Construct and Test Property and Case Jacket Application Software Enhancements.

CONTRACTOR shall deliver to COUNTY constructed and tested Property and Case Jacket Application Software Enhancements. These Enhancements will be constructed as designed in the approved system design Specifications (Deliverable 18.3). These Enhancements will be unit tested, system tested, and delivered to COUNTY ready for user acceptance testing. CONTRACTOR shall deliver test

scripts used during CONTRACTOR system testing in support of user acceptance testing conducted by COUNTY.

Deliverable 18.6 Construct and Test Trust Accounting Application Software Enhancements.

CONTRACTOR shall deliver to COUNTY constructed and tested Trust Accounting Application Software Enhancements. These Enhancements will be constructed as designed in the approved system design Specifications (Deliverable 18.4). These Enhancements will be unit tested, system tested, and delivered to COUNTY ready for user acceptance testing. CONTRACTOR shall deliver test scripts used during CONTRACTOR system testing in support of user acceptance testing conducted by COUNTY.

**Deliverable 18.7 Successful User Acceptance Testing of Property and Case Jacket Application Software Enhancements –
DELETED UNDER AMENDMENT NUMBER SIX**

**Deliverable 18.8 Successful User Acceptance Testing of Trust Accounting Application Software Enhancements –
DELETED UNDER AMENDMENT NUMBER SIX**

**Deliverable 18.9 Train COUNTY Users in Property and Case Jacket Application Software Enhancements –
DELETED UNDER AMENDMENT NUMBER SIX**

**Deliverable 18.10 Train COUNTY Users in Trust Accounting Application Software Enhancements –
DELETED UNDER AMENDMENT NUMBER SIX**

**Deliverable 18.11 Module Go-Live for Property and Case Jacket Application Software Enhancements –
DELETED UNDER AMENDMENT NUMBER SIX**

**Deliverable 18.12 Module Go-Live for Trust Accounting Application Software Enhancements –
DELETED UNDER AMENDMENT NUMBER SIX**

Deliverable 18.13 Module Acceptance for Property and Case Jacket Application Software Enhancements.

The Property and Case Jacket Application Software Enhancements shall be maintained in production use with no

Severity 1 or 2 Problems, as determined in the sole judgment of COUNTY Project Director, for thirty (30) consecutive days following COUNTY's written approval of Deliverable 18.11 (Module Go-Live for Property and Case Jacket Application Software Enhancements) pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

Deliverable 18.14 Module Acceptance for Trust Accounting Application Software Enhancements.

The Trust Accounting Application Software Enhancements shall be maintained in production use with no Severity 1 or 2 Problems, as determined in the sole judgment of COUNTY Project Director, for thirty (30) consecutive days following COUNTY's written approval of Deliverable 18.12 (Module Go-Live for Trust Accounting Application Software Enhancements) pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

TASK 19 CASE MANAGEMENT APPLICATION SOFTWARE MODULE

This Task is the development and implementation of a Case Management Application Software Module that supports the information requirements of the Community Transition Unit (CTU) including identification of inmate clients, assessment of needs, preparation of case plans, scheduling and tracking of programs and activities, measurement of outcomes, and related functions. Case Management will be a fully integrated module within JIMS. The objective of the first phase of implementation is to minimize Customizations and maximize the use of "out of the box" functionality. However, it is recognized that some minor Customizations, including reports, will be required as part of the first release of this Module. In later phases of implementation, the integrated word processing and electronic signature features for generating form letters and documents will be incorporated in the Module as well as links to the Business Intelligence component for measuring recidivism and other outcomes of inmate clients. This Task includes requirements confirmation, design Specifications, construction of a Customized Case Management Application Software Module, system testing, user acceptance testing support, T&M Training, and T&M Implementation Support resulting in a fully operational Case Management Application Software Module.

Subtask 19.1 Confirm Requirements for the Case Management Application Software Module.

CONTRACTOR, in conjunction with COUNTY, shall conduct requirements review sessions to confirm and validate requirements based upon the "out of the box" Baseline Case Management Application Software provided by the CONTRACTOR. Upon completion of this review process, requirements will be confirmed and finalized.

Subtask 19.2 Design the Case Management Application Software Module.

CONTRACTOR shall design this Module and prepare system design Specifications. This design will be consistent with requirements as specified in the Requirements Confirmations Report (Deliverable 19.1). It is anticipated that the Case Management Application Software Module will generally be an "out of the box" solution with little or no Customizations. A Prototype will be constructed and demonstrated to COUNTY to ensure all user interface requirements have been fully incorporated in the system design.

Subtask 19.3 Construct and Test Case Management Application Software Module.

CONTRACTOR shall construct and test the Case Management Application Software Module. This Module will be constructed as designed in the system design Specifications (Subtask 19.2). This Module will be unit tested, system tested, and delivered to COUNTY ready for user acceptance testing. CONTRACTOR shall deliver test scripts used during CONTRACTOR system testing in support of user acceptance testing conducted by COUNTY.

Subtask 19.4 Provide Support to COUNTY in Conduct of User Acceptance Testing of Case Management Application Software Module.

CONTRACTOR shall provide technical assistance in support of user acceptance testing conducted by COUNTY based upon test scripts used by CONTRACTOR as part of system testing and additional test scripts prepared by COUNTY. Scripts will generally include defined input and expected output results for each function based upon the design Specifications. COUNTY will document Problems discovered during testing. COUNTY will identify, track, and

report Problems during user acceptance testing to CONTRACTOR. COUNTY will generally report all Problems to CONTRACTOR using CONTRACTOR's web-based issue reporting mechanism. COUNTY will assign a Severity level to each Problem consistent with the Severity definitions in Appendix I to this exhibit.

CONTRACTOR shall make every effort to resolve all Severity 1 and 2 Problems within one Business Day. If not resolved within one Business Day, County's Project Director and Contractor's Project Director shall be notified in writing immediately and Contractor shall provide a continuous level of effort to resolve such problems. Severity 3 Problems shall be resolved prior to approval of Deliverable 20.1, System Final Acceptance. Severity 4 Problems shall be resolved when time permits. In addition to taking resolution action, CONTRACTOR shall provide reasonable support to COUNTY acceptance testers in the operation of the Case Management Application Software Module. Following resolution action by CONTRACTOR, COUNTY will conduct regression testing until this Module has been successfully user acceptance tested.

Subtask 19.5 Train COUNTY Users in Case Management Application Software Module.

CONTRACTOR shall confirm the training strategy developed in the PCD. CONTRACTOR shall deliver T&M Training classes and training material to key COUNTY staff, as designated by the County Project Director, for the Case Management Application Software Module. The training materials and classes shall give COUNTY staff comprehensive instruction in the use of the Case Management Application Software Module. Each T&M Training session shall include a maximum of ten (10) students.

**Subtask 19.6 Provide T&M Implementation Support for Case Management Application Software Module –
DELETED UNDER AMENDMENT NUMBER SIX**

Subtask 19.7 Maintain Production Use of Case Management Application Software Module 30 Days with No Severity 1 or 2 Problems

The Case Management Application Software Module shall be maintained in production use with no Severity 1 or 2 Problems, as determined in the sole judgment of COUNTY Project Director, for thirty (30) consecutive days following COUNTY's written approval of Deliverable 19.6 (Module Go-Live for Case Management Application Software Module) pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

Deliverable 19.1 Requirements Confirmation Report.

CONTRACTOR shall deliver a Requirements Confirmation Report identifying modifications to Baseline Case Management Application Software requirements based upon the outcomes of the requirements confirmation sessions. Any new, agreed upon requirements will be incorporated through the change control process.

Deliverable 19.2 Design Specifications for the Case Management Application Software Module.

CONTRACTOR shall deliver system design Specifications for the Case Management Application Software Module. These Specifications and screen displays shall be consistent with requirements as specified in the Case Management Requirements Confirmation Report. CONTRACTOR shall also prepare and present to COUNTY screen displays of this Module to ensure user that the user interface design meets user requirements.

Deliverable 19.3 Construct and Test Case Management Application Software Module.

CONTRACTOR shall deliver to COUNTY a constructed and tested Case Management Application Software Module. This Module will be constructed as designed in the approved system design Specifications (Deliverable 19.2). This Module will be unit tested, system tested, and delivered to COUNTY ready for user acceptance testing. CONTRACTOR shall deliver test scripts used during CONTRACTOR system testing in support of user acceptance testing conducted by COUNTY.

Deliverable 19.4 Successful User Acceptance Testing of Case Management Application Software Module.

CONTRACTOR shall provide technical assistance in support of user acceptance testing conducted by COUNTY based upon test scripts used by CONTRACTOR as part of system testing and additional test scripts prepared by COUNTY. CONTRACTOR shall resolve all Severity 1 and 2 Problems. In addition to taking resolution action, CONTRACTOR shall provide reasonable support to COUNTY acceptance testers in the operation of this Module.

Deliverable 19.5 Train COUNTY Users in Case Management Application Software Module.

CONTRACTOR shall deliver T&M Training classes and training material to key COUNTY staff, as designated by the County Project Director, for the Case Management Application Software Module. The training materials and classes shall give COUNTY staff comprehensive instruction in the use of the Case Management Application Software Module. Each T&M Training session shall include a maximum of ten (10) students.

**Deliverable 19.6 Module Go-Live for Case Management Application Software Module –
DELETED UNDER AMENDMENT NUMBER SIX**

Deliverable 19.7 Module Acceptance for Case Management Application Software Module.

The Case Management Application Software Module shall be maintained in production use with no Severity 1 or 2 Problems, as determined in the sole judgment of COUNTY Project Director, for thirty (30) consecutive days following COUNTY's written approval of Deliverable 19.6 (Module Go-Live for Case Management Application Software Module) pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

TASK 20 SYSTEM FINAL ACCEPTANCE

This Task consists of final acceptance of System Software following Contractor's achievement of, and County's written approval of the Work associated with System Go-Live for JIMS Phase 2 Stage 1 pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

**Subtask 20.1 Maintain Production Use of System Software for
two 30-Day Periods with No Severity 1 or 2 or 3
Problems**

The System Software shall be maintained in production use with no Severity 1 or 2 or 3 Problems, as determined in the sole judgment of COUNTY Project Director, for two periods of thirty (30) consecutive days following System Go-Live for JIMS Phase 2 Stage 1 pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

Deliverable 20.1 System Final Acceptance

The System Software shall be maintained in production use with no Severity 1 or 2 or 3 Problems, as determined in the sole judgment of COUNTY Project Director, for two periods of thirty (30) consecutive days following County's written approval of the Work associated with System Go-Live for JIMS Phase 2 Stage 1 pursuant to Paragraph 6 (Work; Approval and Acceptance) of the body of the Agreement.

Appendix I: Severity Level Definition

As used in this exhibit, Problem has the same meaning as given to the term Deficiency in the Agreement.

Severity 1 (Critical) Severe with no workaround

The Deficiency is such that critical business function is impossible. Workarounds for the defect do not exist, or if they do, they are too impractical to be useful.

Severity 2 (Severe) Severe with workaround

Deficiencies make it difficult to complete a significant business function. Workarounds to complete the business function exist, but are impractical on a continuing basis.

Severity 3 (Minor)

The System Software is impaired to the extent that some non-critical functions are not operating. Non-critical functions are classified as forms or reports that shape part of a major function, but do not impair the major function to be totally inoperative.

Severity 4 (Cosmetic)

This security level represents cosmetic defects that do not affect the functionality, but do affect the general look and feel of the System Software.

**Appendix II: Functional Requirements Definition and Other
Reference Documents – DELETED UNDER AMENDMENT NUMBER SIX**

Exhibit C Attachment C-2 (Phase 2 Stage 1 Price and Schedule of Payments)
[Restated Under Amendment Number Six]

Task	Deliverables (Pay Points Only)	Time & Materials (T&M) Work	Payable Amount for Work (excluding Out of Pocket (OOP) Amount and Holdback)	Invoice Holdback (15% for Phase 2 Stage 1)	Budgeted Fixed Price OOP Expense Amount	Total for Deliverable (including OOP Amount and Holdback)	Notes
PHASE 2 STAGE 1 DELIVERABLES							
10.0 Phase 2 Project Planning and Project Management							
	10.1 Project Control Document						
	10.2 Project Status Reports (18 Monthly Invoices) until Amendment No. 3 Effective Date		\$393,822.22	\$66,825.00	\$34,727.78	\$495,375.00	Based upon fixed fee per month for 18 months plus total of 95 days OOP for on-site travel.
	10.3 Project Status Reports - Amendment No. 3 Effective Date through System Final Acceptance of Phase2/Stage1 (maximum of 12 Monthly Invoices)		\$126,225.00	\$22,275.00	\$16,625.00	\$165,125.00	Based upon a fixed fee per month, including OOP, for up to 12 months
	Total For Task		\$520,047.22	\$89,100.00	\$51,352.78	\$660,500.00	
11.0 Title 15 Application Software Module							
	11.1 Requirements Confirmation Report		\$2,868.75	\$506.25	\$1,575.00	\$4,950.00	
	11.2 Design Specifications and Prototype for the Title 15 Application Software Module		\$68,581.25	\$17,043.75	\$3,150.00	\$118,775.00	Approx. 35% of the fixed price for this module (excl. deliverables 11.4, 11.5, and 11.6 and OOP exp).
	11.3 Constructed and Tested Title 15 Application Software Module		\$70,069.50	\$17,887.50	\$0.00	\$87,957.00	Approx. 35% of the fixed price for this module (excl. deliverables 11.4, 11.5, and 11.6 and OOP exp). Credit by Change Order #003 for \$31,293 Applied
	11.4 Successful User Acceptance Testing (UAT) of Title 15 Application Software Module	T&M	\$10,518.75	\$1,856.25	\$2,100.00	\$14,475.00	T&M for 36 days of UAT support.
	DELETED UNDER AMENDMENT NUMBER SIX 11.5 Trained COUNTY Users in Title 15 Application Software Module	T&M					Deleted - No Invoices
	11.6 Module Go-Live for Title 15 Application Software Module	T&M	\$33,468.75	\$5,906.25	\$12,075.00	\$51,450.00	T&M for 59 days implementation support.
	DELETED UNDER AMENDMENT NUMBER SIX 11.7 Module Acceptance for Title 15 Application Software Module						Approx. 30% of the fixed price for this module (excl. deliverables 11.4, 11.5, and 11.6 and OOP exp). Deleted by Change Order #033
	Total For Task		\$213,507.00	\$43,200.00	\$18,900.00	\$275,607.00	
12.0 Pay-for-Stay Interface - DELETED UNDER AMENDMENT NUMBER THREE							
	12.1 Requirements Confirmation Report for Pay-for-Stay Software Module						
	12.2 Design Specifications and Prototype for Pay-for-Stay Software Module						Approx. 35% of the fixed price for this module (excl. deliverables 12.4, 12.5, and 12.6 and OOP exp).
	12.3 Constructed and Tested Pay-for-Stay Software Module						Approx. 35% of the fixed price for this module (excl. deliverables 12.4, 12.5, and 12.6 and OOP exp).
	12.4 Successful UAT of Classification Application Software Module	T&M					T&M for 3 days of UAT support with another delivery.

Exhibit C Attachment C-2 (Phase 2 Stage 1 Price and Schedule of Payments)
[Restated Under Amendment Number Six]

Task	Deliverables (Pay Points Only)	Time & Materials (T&M) Work	Payable Amount for Work (excluding Out of Pocket (OOP) Amount and Holdback)	Invoice Holdback (15% for Phase 2 Stage 1)	Budgeted Fixed Price OOP Expense Amount	Total for Deliverable (including OOP Amount and Holdback)	Notes
	12.5 Trained COUNTY Users in Pay-for-Stay Software Module	T&M					T&M for 12 days training support.
	12.6 Module Go-Live for Pay-for-Stay Software Module	T&M					T&M for 2 days implementation support.
	12.7 Module Acceptance for Pay-for-Stay Software Module						Approx. 30% of the fixed price for this module (excl. deliverables 12.4, 12.5, and 12.6 and OOP exp).
	Total For Task						

13.0 Fit-Gap Analysis For Consolidated Booking Application Software Module

	13.1 Preliminary Fit-Gap Analysis Report for the Consolidated Booking Application Software Module		\$43,987.50	\$7,762.50	\$10,500.00	\$62,250.00	App 50% of the total cost for this deliverable.
	13.2 Final Fit-Gap Analysis Report for Consolidated Booking Application Software Module		\$43,987.50	\$7,762.50	\$7,875.00	\$59,625.00	App 50% of the total cost for this deliverable.
	Total For Task		\$87,975.00	\$15,525.00	\$18,375.00	\$121,875.00	

14.0 Fit-Gap Analysis For Legal Cases and Documents Application Software Module

	14.1 Preliminary Fit-Gap Analysis Report for the Legal Cases and Documents Application Software Module		\$45,900.00	\$8,100.00	\$18,900.00	\$72,900.00	App 50% of the total cost for this deliverable.
	14.2 Final Fit-Gap Analysis Report for Legal Cases and Documents Application Software Module		\$37,800.00	\$8,100.00	\$15,750.00	\$61,650.00	App 50% of the total cost for this deliverable.
	Total For Task		\$83,700.00	\$16,200.00	\$34,650.00	\$134,550.00	Actual cost

15.0 Visits Management Application Software Module

	15.1 Requirements Confirmation Report		\$18,798.76	\$3,326.24	\$0.00	\$22,125.00	Approx. 10% of the fixed price for this module (excl. deliverables 15.4, 15.5 and 15.6 and OOP exp).
	DELETED UNDER AMENDMENT NUMBER SIX 15.2 Design Specifications and Prototype for the Visits Management Application Software Module						Approx. 30% of the fixed price for this module (excl. deliverables 15.4, 15.5 and 15.6 and OOP exp).
	DELETED UNDER AMENDMENT NUMBER SIX 15.3 Constructed and Tested Visits Management Application Software Module						Approx. 35% of the fixed price for this module (excl. deliverables 15.4, 15.5 and 15.6 and OOP exp).
	DELETED UNDER AMENDMENT NUMBER SIX 15.4 Successful UAT of Visits Management Application Software Module	T&M					T&M for 10 days of UAT support.
	DELETED UNDER AMENDMENT NUMBER SIX 15.5 Trained COUNTY Users in Visits Management Application Software Module	T&M					T&M for 17 days training support.
	DELETED UNDER AMENDMENT NUMBER SIX 15.6 Module Go-Live for Visits Management Application Software Module	T&M					T&M for 15 days implementation support.
	DELETED UNDER AMENDMENT NUMBER SIX 15.7 Module Acceptance for Visits Management Application Software Module						Software licensing costs for this module plus 9.25% sales tax.

Exhibit C Attachment C-2 (Phase 2 Stage 1 Price and Schedule of Payments)
[Restated Under Amendment Number Six]

Task	Deliverables (Pay Points Only)	Time & Materials (T&M) Work	Payable Amount for Work (excluding Out of Pocket (OOP) Amount and Holdback)	Invoice Holdback (15% for Phase 2 Stage 1)	Budgeted Fixed Price OOP Expense Amount	Total for Deliverable (including OOP Amount and Holdback)	Notes
	PARTIALLY ACCEPTED UNDER AMENDMENT NUMBER SIX 15.7 Module Acceptance for Visits Management Application Software Module			\$4,387.50	\$0.00	\$4,387.50	Approx. 25% of the fixed price for this module (excl. deliverables 15.4, 15.5 and 15.6 and OOP exp.)
	Total For Task		\$18,798.76	\$7,713.74	\$0.00	\$26,512.50	

16.0 JIMS Upgrade to Oracle 10g

	16.1 Oracle 10g Migration Plan		\$28,687.50	\$5,062.50	\$5,250.00	\$39,000.00	Approx. 15% of the fixed price for this module (excl. deliverables 16.5, 16.6, and 16.7 and OOP exp.)
	16.2 Migrated JIMS Phase 1 Database to Oracle 10g on HP-UX Operating System		\$19,125.00	\$3,375.00	\$0.00	\$22,500.00	Approx. 10% of the fixed price for this module (excl. deliverables 16.5, 16.6, and 16.7 and OOP exp.)
	16.3 Migrated JIMS Phase 1 Application Software Modules with Customizations to Oracle 10g		\$20,081.25	\$3,543.75	\$0.00	\$23,625.00	Approx. 10% of the fixed price for this module (excl. deliverables 16.5, 16.6, and 16.7 and OOP exp.)
	16.4 System Tested Oracle 10g Version of JIMS Phase 1 Application Software Modules		\$70,762.50	\$12,487.50	\$0.00	\$83,250.00	Approx. 35% of the fixed price for this module (excl. deliverables 16.5, 16.6, and 16.7 and OOP exp.)
	16.5 Successful UAT of the Oracle 10g Version of JIMS Phase 1 Application Software Modules	T&M	\$29,643.75	\$5,231.25	\$8,925.00	\$43,800.00	T&M for 74 days of UAT support.
	16.6 Trained COUNTY Trainers in Oracle 10g Version of JIMS Phase 1 Application Software Modules	T&M	\$4,443.75	\$506.25	\$0.00	\$4,950.00	T&M for 20 days training support.
	16.7 Module Go-Live for the Oracle 10g Version of JIMS Phase 1 Application Software Modules	T&M	\$32,512.50	\$5,737.50	\$13,125.00	\$51,375.00	T&M for 100 days implementation support.
	16.8 Module Acceptance for Oracle 10g Version of JIMS Phase 1 Application Software Modules		\$57,375.00	\$10,125.00	\$0.00	\$67,500.00	Approx. 30% of the fixed price for this module (excl. deliverables 16.5, 16.6, and 16.7 and OOP exp.)
	Total For Task		\$262,631.25	\$46,068.75	\$27,300.00	\$336,000.00	

17.0 Interface Upgrades and TCIS (Trial Courts Information System) Interface Development

	17.1 Define Requirements to Migrate JIMS Phase 1 Interface to Oracle 10g		\$4,781.25	\$843.75	\$1,575.00	\$7,200.00	App 5% of the Interface Upgrades for this module (excl of 17.5 and 17.6 and OOP exp.)
	17.2 Design the Migration of JIMS Phase 1 Interface to Oracle 10g		\$25,818.75	\$4,556.25	\$1,575.00	\$31,950.00	App 20% of the Interface Upgrades for this module (excl of 17.5 and 17.6 and OOP exp.)
	17.3 Construct and Test the Migration of JIMS Phase 1 Interface to Oracle 10g		\$67,893.75	\$11,981.25	\$0.00	\$79,875.00	App 50% of the Interface Upgrades for this module (excl of 17.5 and 17.6 and OOP exp.)
	17.4 Install and Test Version 5 of xTAG		\$8,606.25	\$1,518.75	\$1,050.00	\$11,175.00	App 7% of the Interface Upgrades for this module (excl of 17.5 and 17.6 and OOP exp.)
	17.5 Provide T&M Support to COUNTY in Conduct of UAT of Oracle 10g Version of JIMS Phase 1 Interface Software and Version 5 of xTAG	T&M	\$4,781.25	\$843.75	\$1,050.00	\$6,675.00	T&M for 10 days of UAT support.
	17.6 Provide T&M Implementation Support to COUNTY for Oracle 10g Version of JIMS Phase 1 Interface Software and Version 5 of xTAG	T&M	\$6,693.75	\$1,181.25	\$2,625.00	\$10,500.00	T&M for 10 days of implementation support.

Task	Deliverables (Pay Points Only)	Time & Materials (T&M) Work	Payable Amount for Work (excluding Out of Pocket (OOP) Amount and Holdback)	Invoice Holdback (15% for Phase 2 Stage 1)	Budgeted Fixed Price OOP Expense Amount	Total for Deliverable (including OOP Amount and Holdback)	Notes
	17.7 Maintain Production Use of Oracle 10g Version of JIMS Phase 1 Interface Software and Version 5 of xTAG for 30 Days with No Severity 1 or 2 Problems		\$7,650.00	\$1,350.00	\$0.00	\$9,000.00	App 10% of the Interface Upgrades for this module (excl of 17.5 and 17.6 and OOP exp.)
	DELETED UNDER AMENDMENT NUMBER SIX						
	17.8 Define Requirements to Develop TCIS Interface in Support of Legal Documents Module						App 20% of the TCIS Interface for this module (excl of 17.11 and 17.12 and OOP exp.)
	DELETED UNDER AMENDMENT NUMBER SIX						
	17.9 Design the TCIS Interface in Support of Legal Documents Module						App 20% of the TCIS Interface for this module (excl of 17.11 and 17.12 and OOP exp.)
	DELETED UNDER AMENDMENT NUMBER SIX						
	17.10 Construct and Test the TCIS Interface in Support of Legal Documents Module						App 50% of the TCIS Interface for this module (excl of 17.11 and 17.12 and OOP exp.)
	DELETED UNDER AMENDMENT NUMBER SIX	T&M					T&M for 10 days of UAT support.
	17.11 Provide T&M Support to COUNTY in Conduct of UAT of TCIS Interface in Support of Legal Documents Module	T&M					T&M for 10 days of implementation support.
	DELETED UNDER AMENDMENT NUMBER SIX						
	17.12 Provide T&M Implementation Support to COUNTY for TCIS Interface in Support of Legal Documents Module	T&M					App 10% of the TCIS Interface for this module (excl of 17.11 and 17.12 and OOP exp.)
	DELETED UNDER AMENDMENT NUMBER SIX						
	17.13 Maintain Production Use of TCIS Interface in Support of Legal Documents Module for 30 Days with No Severity 1 or 2 Problems						
			\$126,225.00	\$22,275.00	\$7,875.00	\$156,375.00	
	Total For Task						
18.0 Phase 1 Application Software Enhancements							
	18.1 Confirm Requirements for Property and Case Jacket Application Software Enhancements		\$9,562.50	\$1,687.50	\$3,675.00	\$14,925.00	Approx. 10% of the fixed price for this module (excl. deliverables 18.7, 18.9, and 18.11 and OOP exp).
	18.2 Confirm Requirements for Trust Accounting Application Software Enhancements		\$8,606.25	\$1,518.75	\$4,725.00	\$14,850.00	Approx. 10% of the fixed price for this module (excl. deliverables 18.8, 18.10, and 18.12 and OOP exp).
	18.3 Design the Property and Case Jacket Application Software Enhancements		\$28,667.50	\$5,062.50	\$7,875.00	\$41,625.00	Approx. 30% of the fixed price for this module (excl. deliverables 18.7, 18.9, and 18.11 and OOP exp).
	18.4 Design the Trust Accounting Application Software Enhancements		\$24,862.50	\$4,387.50	\$5,250.00	\$34,500.00	Approx. 30% of the fixed price for this module (excl. deliverables 18.8, 18.10, and 18.12 and OOP exp).
	18.5 Construct and test Property and Case Jacket Application Software Enhancements		\$34,425.00	\$6,075.00	\$0.00	\$40,500.00	Approx. 35% of the fixed price for this module (excl. deliverables 18.7, 18.9, and 18.11 and OOP exp).
	18.6 Construct and test Trust Accounting Application Software Enhancements		\$28,667.50	\$5,062.50	\$0.00	\$33,750.00	Approx. 35% of the fixed price for this module (excl. deliverables 18.8, 18.10, and 18.12 and OOP exp).

Exhibit C Attachment C-2 (Phase 2 Stage 1 Price and Schedule of Payments)
[Restated Under Amendment Number Six]

Task	Deliverables (Pay Points Only)	Time & Materials (T&M) Work	Payable Amount for Work (excluding Out of Pocket (OOP) Amount and Holdback)	Invoice Holdback (15% for Phase 2 Stage 1)	Budgeted Fixed Price OOP Expense Amount	Total for Deliverable (including OOP Amount and Holdback)	Notes
	DELETED UNDER AMENDMENT NUMBER SIX 18.7 Provide support to County to conduct of UAT of Property and Case Jacket Application Software Enhancements	T&M					T&M for 2 days of UAT support.
	DELETED UNDER AMENDMENT NUMBER SIX 18.8 Provide support to County in conduct of UAT of Trust Accounting Application Software Enhancements	T&M					T&M for 3 days of UAT support.
	DELETED UNDER AMENDMENT NUMBER SIX 18.9 Train County trainers in Property and Case Jacket Application Software Enhancements	T&M					T&M for 2 days training support.
	DELETED UNDER AMENDMENT NUMBER SIX 18.10 Train County trainers in Trust Accounting Application Software Enhancements	T&M					T&M for 3 days training support.
	DELETED UNDER AMENDMENT NUMBER SIX 18.11 Module Go-Live Support for Property and Case Jacket Application Software Enhancements	T&M					T&M for 14 days implementation support.
	DELETED UNDER AMENDMENT NUMBER SIX 18.12 Module Go-Live Support for Trust Accounting Application Software Enhancements	T&M					T&M for 26 days implementation support.
	18.13 Module Acceptance for Property and Case Jacket Application Software Enhancements		\$25,818.75	\$4,556.25	\$0.00	\$30,375.00	Approx. 25% of the fixed price for this module (excl. deliverables 18.7, 18.9, and 18.11 and OOP exp).
	18.14 Module Acceptance for Trust Accounting Application Software Enhancements		\$20,081.25	\$3,543.75	\$0.00	\$23,625.00	Approx. 25% of the fixed price for this module (excl. deliverables 18.8, 18.10, and 18.12 and OOP exp).
	Total For Task		\$180,731.25	\$31,893.75	\$21,525.00	\$234,150.00	
19.0 Case Management Software Application Management Module							
	19.1 Requirements Confirmation Report		\$11,475.00	\$2,025.00	\$4,200.00	\$17,700.00	Approx. 10% of the fixed price for this module (excl. deliverables 19.4, 19.5 and 19.6 and OOP exp).
	19.2 Design Specifications and Prototype for the Case Management Application Software Module		\$34,425.00	\$6,075.00	\$1,575.00	\$42,075.00	Approx. 30% of the fixed price for this module (excl. deliverables 19.4, 19.5 and 19.6 and OOP exp).
	19.3 Constructed and Tested Case Management Application Software Module		\$42,075.00	\$7,425.00	\$1,575.00	\$51,075.00	Approx. 35% of the fixed price for this module (excl. deliverables 19.4, 19.5 and 19.6 and OOP exp).
	19.4 Successful UAT of Case Management Application Software Module	T&M	\$9,562.50	\$1,687.50	\$2,100.00	\$13,350.00	
	19.5 Trained COUNTY Users in Case Management Application Software Module	T&M	\$14,343.75	\$2,531.25	\$2,625.00	\$19,500.00	
	DELETED UNDER AMENDMENT NUMBER SIX 19.6 Module Go-Live for Case Management Application Software Module						
	19.7 Module Acceptance for Case Management Application Software Module	T&M	\$34,823.65	\$6,145.35	\$0.00	\$40,969.00	Software licensing costs for this module plus 9.25% sales tax.

Exhibit C Attachment C-2 (Phase 2 Stage 1 Price and Schedule of Payments)
[Restated Under Amendment Number Six]

Task	Deliverables (Pay Points Only)	Time & Materials (T&M) Work	Payable Amount for Work (excluding Out of Pocket (OOP) Amount and Holdback)	Invoice Holdback (15% for Phase 2 Stage 1)	Budgeted Fixed Price OOP Expense Amount	Total for Deliverable (including OOP Amount and Holdback)	Notes
	19.7 Module Acceptance for Case Management Application Software Module		\$31,556.25	\$5,568.75	\$0.00	\$37,125.00	Approx. 25% of the fixed price for this module (excl. deliverables 19.4, 19.5 and 19.6 and OOP exp).
	Total For Task		\$178,261.15	\$31,457.85	\$12,075.00	\$221,794.00	

20.0 System Final Acceptance

	Total All-in to Phase 2 Stage 1 Final Acceptance		\$1,671,876.63	\$303,434.09	\$192,052.78	\$2,167,363.50	
	Pool Dollars - Phase 2 Stage 1 Total					\$309,892.50	
	Aggregate Maintenance Fees - Year 1					\$159,118.08	Paid under Amendment Number Two
	Aggregate Maintenance Fees - Year 2					\$159,118.08	Paid under Amendment Number Two
	Aggregate Maintenance Fees - Option Year 1					\$177,788.86	Paid under Amendment Number Three
	Aggregate Maintenance Fees - Option Year 2					\$189,005.05	Paid under Amendment Number Four
	Aggregate Maintenance Fees - Option Year 3					\$198,457.73	Paid under Amendment Number Five
	Amendment Six Maintenance Fees - Year 1					\$208,381.00	
	Amendment Six Maintenance Fees - Year 2					\$218,800.00	
	Amendment Six Maintenance Fees - Option Year 1					\$229,740.00	
	Amendment Six Maintenance Fees - Option Year 2					\$241,227.00	
	Amendment Six Maintenance Fees - Option Year 3					\$253,288.00	
	Maximum Phase 2 Stage 1 Contract Sum					\$4,512,179.80	

Phase 2 Stage 1 Amendment 6 Labor Rates:

Hourly Labor Rate: \$153/hour

Daily Labor Rate: \$1,147/day (8 hour day)

EXHIBIT D

DESCRIPTION OF SOFTWARE

**[Amended and Restated under Amendment
Number Six]**

JAIL INFORMATION MANAGEMENT SYSTEM

(JIMS)

**Module Descriptions for
Phase 1 and Phase 2-Stage 1**

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PHASE 1 Modules

1. Trust Accounting

The JIMS/TAG Trust Accounting module is a powerful double-entry system that conforms to GAAP standards. It has been greatly enhanced through over ten years of successful operation in large and small jurisdictions. Agencies are given a wide degree of flexibility in how they set up and administer their trust accounting system according to their standards and practices. Agencies can divide trust accounts into sub-accounts to reflect different ways of accumulating funds, and maintain a desirable minimum balance for a sub-account that can be customized for an individual inmate. JIMS/TAG can then allocate inmate receipts or income to a specific sub-account as the agency's business rules define.

Users can track inmate obligations to third parties, inside the institution (restitution, fines, etc.) or outside (child support, victim surcharges), and set up an automatic deduction from inmate receipts to satisfy these obligations. Deduction percentage, amount and priority are user-definable and customizable for each individual inmate, or on a global basis. One JIMS/TAG Trust Account screen shows all of an inmate's balances, obligations, and transaction histories including G/L postings, distinguishing between current funds available for spending) vs. holds (reserved for a specific purpose). Users can print statements for inmates showing account balances or a complete transaction log.

Movements of inmates between jails within the agency's jurisdiction, or transfer of inmates from an institution to the community, need not require the reentry of the inmate's financial data. Where JIMS/TAG is running in multiple facilities, users can easily transfer inmate funds and balances to another institution. (Funds are moved through a system-generated check.)

To correct errors, users can easily reverse transactions or make adjustments between two trust accounts or between one trust account and one general ledger account. All corrections produce corresponding audit trail entries.

Users can generate and print checks against the trust fund for transactions that the agency has defined as check-generating. JIMS/TAG maintains a log of pending checks that can be printed at any time on blank checks provided by the agency's bank (with matching check-numbering). Check payees are stored in a master file so they need only be entered once. JIMS/TAG keeps a log of checks issued, so that users can void a check if necessary.

Users can follow systematic and clearly-documented procedures for shift-end, month-end and year-end, and customize such procedures at each

Exhibit D

LASD Module Descriptions

facility. Customizable procedures include full routines for cash, bank and account reconciliation to secondary sources, formal closing, and reporting. JIMS/TAG tracks month-end and year-end closing values for every G/L account.

The JIMS/TAG Trust Accounting module has a wide range of pre-defined accounting reports, including:

- General Ledger Transactions (for a specific G/L account/date range, or complete for a month)
- Balance Sheet
- Inmate Trust Account Balances
- Bank Transactions including Reconciliations

2. xTAG/XML INTERFACE ENGINE

The primary function of the xTAG module implementation was to build a one way backbridge between AJIS and JIMS/TAG to enable the implementation of JIMS/TAG modules.

Through the use of the xTAG middleware engine, a database-driven approach has been implemented to provide interfacing solutions between JIMS and other applications. xTAG has been designed to meet the evolving DOJ XML standards.

Currently, from one end of the justice system to the other, there are many different "islands of information", each with their own data models and platforms. With the growing demand for better information sharing there has been a drive towards the integration and normalizing of data to enable multiple diverse applications to communicate with one another and make use of the information. The Department of Justice (DOJ) has developed a common standard for Information sharing — Global Justice XML Data Model (GJXDM).

3. Event Tracking (Title 15 Pilot)

Every local detention facility in the State of California must comply with the minimum standards that are cited as a part of Title 15 Crime Prevention and Corrections. The JIMS/TAG Title 15 product supports the majority of the data capture required to document compliance with the minimum standards. A number of the requirements in Title 15 require certain events be performed with a mandated frequency (i.e., showering of inmates every other day, weekly exchange of bedding, towels, etc). As each offender proceeds through the event their wrist band or ID card is scanned and a record of the event transaction is added to JIMS/TAG case management record.

4. Property Management

The JIMS/TAG Property Management Module tracks items of property deposited by inmates upon admission or at any time during custody. Items are described and assigned to property drawers, lockers, hangers, boxes or cells with a unique locator number. The module is also used to track any items issued to offenders by the facility.

Typical tasks commonly performed using the JIMS/TAG Property module includes:

- Quickly check property in and out of the facility for temporary absences or court appearances.
- Generate date/time-stamped receipts for any property transaction.
- Continually track the condition of each item.
- Record cash and foreign currencies as property.
- Use JIMS/TAG Imaging to record images of each item along with the property detail.
- Manage the issuing of institutional clothing and other items. Fields are provided for the type of item, its condition, make, and serial number and a comments field. The property user is automatically identified by the JIMS audit trail.
- The system will generate a property receipt that may include the inmate signature.
- The system also supports the printing of a barcode label. The label can be affixed to property items or property storage units.

5. Trust Accounting Interface-Formally Keefe Interface

With the replacement of Canteen Corp's commissary by Keefe Commissary, an interface between the Keefe Commissary system and the JIMS/TAG-Trust accounting module was required. The interface enables transactions (sales/returns) to be processed and also enables Keefe to query against inmate balances to ensure adequate funds are available for purchases.

6. Inmate Inquiry

The TAG Inmate Inquiry Module allows users to search and retrieve an inmate booking record using specified criteria. Retrieved results will include all of the search criteria elements as column headings and where multiple results are returned users will be permitted to re-sort them by selecting the columns to sort against, and whether the order should be ascending or descending.

7. Case Jacket Tracking

Case Jacket Tracking permits the production and scanning of barcode labels on paper files in order to track the movement of a Case Jacket from one location to another within a facility. A history of Case Jacket scanning is also maintained in order to provide an audit trail of the Jacket's movements. Thus, the location of the case jacket is known at all times.

Case Jacket tracking permits tracking and archiving of Case Jackets. The archive is date stamped and the physical location of the archived file is recorded.

8. Medical Co-Pay

The Medical Co-Pay functional requirement was developed as an interface between JHIS and the Syscon Justice System's Trust Accounting module. The purpose of this functionality is to debit and credit inmate trust accounts for the provision of medical services.

Phase2, Stage 1 Modules

1. Comprehensive Event Tracking (Title 15) – DELETED UNDER AMENDMENT NUMBER SIX

2. 10g Upgrade

The JIMS/TAG product is generally kept current with new releases of the associated Oracle technologies. Once the decision to move from one generation of Oracle technology to the next is taken, new product development on the previous technological generation is wound down and a new release of JIMS/TAG is cut on the newer technology platform.

Development of JIMS/TAG does not stand still between technological releases of JIMS/TAG. Functional enhancements continue to be made to the product to meet the changing needs of the marketplace. With each new technology release of JIMS/TAG the numerous enhancements made during the previous generation are propagated forward into the new release.

As a general rule, functional improvements to JIMS/TAG are evolutionary, extending the product and its data model with additional features and data objects with few actual changes to the existing data model. As a result, customer data can readily be copied forward from an older JIMS/TAG release into the Oracle database of the newer release.

Work related to the implementation of JIMS/TAG for other implementations resulted in a number of significant improvements to the look, performance and scalability of JIMS/TAG. These changes have been included in the new JIMS/TAG 10g technology release. As a result, there are a number of significant changes in the JIMS/TAG underlying data model.

A technology upgrade to the existing JIMS system consists of four main activities or steps:

- Baseline the existing production environment; this includes determining which customized specific enhancements have been applied to the system, comparing those enhancement to current product behavior, and determine a go-forward strategy of each of these differences.
- Per the plan developed above, migrate or re-implement the customized specific enhancements onto the new technological platform.
- Validate the new JIMS/TAG release and the migrated enhancements against specific data and business practices.

Exhibit D

LASD Module Descriptions

- Installation and delivery of the new system to the end user community

3. Trial Court Information System (TCIS) Interface –

DELETED UNDER AMENDMENT NUMBER SIX

4. Pay for Stay –

DELETED UNDER AMENDMENT NUMBER THREE

5. Visitor Management –

DELETED UNDER AMENDMENT NUMBER SIX

6. Community Case Management System –

DELETED UNDER AMENDMENT NUMBER SIX

7. xTAG/XML Upgrade to Version 5

The primary function of the xTAG module implementation was to build a one way backbridge between AJIS and JIMS/TAG to enable the implementation of JIMS/TAG modules.

Through the use of the xTAG middleware engine, a database-driven approach has been implemented to provide interfacing solutions between JIMS and other applications. xTAG has been designed to meet the evolving DOJ XML standards.

Currently, from one end of the justice system to the other, there are many different “islands of information”, each with their own data models and platforms. With the growing demand for better information sharing there has been a drive towards the integration and normalizing of data to enable multiple diverse applications to communicate with one another and make use of the information. The Department of Justice (DOJ) has developed a common standard for Information sharing — Global Justice XML Data Model (GJXDM).

New Functionality in xTAG Version 5.0

1. Improved Disaster Recovery

This version of xTAG will detect when the database is unavailable and stop receiving inbound messages until the database connection is restored. Once restored existing messages are sent to TAG and new messages are again accepted.

LASD Module Descriptions

2. Improved Error Logs

To enable quicker resolution to issues, this version of xTAG has more detailed and descriptive error messaging available in the log files and from the Administrator Web Console. Message payloads associated with a system error are now retained on the application server for easier retrieval, debugging and possible retransmission. Log files are rolled over daily to prevent the make it easier to find errors for a given day.

3. New xTAG Client

The heavy weight xTAG client user interface has been replaced with a simple and more stable command-line interface which is capable of resending messages in a disaster recovery scenario.

4. Streamlined Installation Process Installation of xTAG on the application server has been reduced to a single EAR file that contains the xTAG web service and admin console.

5. Enhanced xTAG Administrator Web Console

Administrators can now view the stacktrace and message payload associated with an error from the Administrator Web Console

6. Improved Security

Data encryption by the client has been method from using a static key phrase to using a key phrase created for each xTAG client. A key phrase is required when adding a new xTAG user account.

7. Improved Message Handling

This version of xTAG supports complex messages so that a single logical message can be handled within one database commit (e.g. booking records with multiple arrests).

**Future Phase Modules –
DELETED UNDER AMENDMENT NUMBER SIX**

EXHIBIT F

MAINTENANCE & SUPPORT

[Amended and Restated under Amendment Number Six]

MAINTENANCE & SUPPORT

DEFINITIONS:

All capitalized terms not defined herein shall have the meanings set forth in the body of this Agreement or, if not defined therein, in Exhibit B (Statement of Work). The rules of construction set forth in Section 1.4 (Construction) of the Agreement apply to this Exhibit F.

I. SYSTEM SOFTWARE MAINTENANCE

A. SUPPORT SERVICES:

- (1) At no additional cost beyond the Maintenance Fees, during the Term Contractor shall: (a) correct any and all Deficiencies from time to time with the System Software (such correction of the System Software is hereafter referred to as "Corrective Maintenance"), (b) provide Updates (as defined in the body of the Agreement) to the System Software, including revisions, corrections or modifications necessary to make Updates function and interface with then currently installed versions of the System Software, and Compatible with then currently installed Operating System Software or System Hardware, and vice versa and (c) to the extent that either or both of the System Hardware or Operating System Software specified by Contractor are not Compatible with the System Software, provide Updates to the System Software to achieve Compatibility or, to the extent that Updates will not achieve Compatibility, reimburse County for the price County paid to acquire such System Hardware or Operating System Software so that County may procure hardware or operating system software which is Compatible with the System Software (the services described in clauses (a) through (c) are collectively referred to as "Maintenance Services"). Corrective Maintenance shall be either of a critical support nature or of a routine support nature, depending on the Severity Level of the Deficiency for which County is requesting Corrective Maintenance, as such Severity Level is finally determined by County Project Director in accordance with Section A(3) below.
- (2) County shall receive ongoing support from Contractor's Help Desk Service Center for each System Software, including all Modules, Customizations and Interfaces. Maintenance Services entitles County to receive assistance in Deficiency determination and resolution for all System Software, including all Modules, Customizations and Interfaces.
- (3) Contractor shall assist County with those activities comprising Deficiency determination, although County Project Director shall determine finally the Severity Level for all Deficiencies. Deficiency determination includes the activities associated with engaging in a service request, checking

background and change management information, reviewing service activity, assessing issues, trouble shooting, and developing a Deficiency statement. The Deficiency statement is used to determine the category of service required to further investigate the Deficiency, develop a resolution, communicate the resolution, execute the resolution, and confirm the results.

- (4) Contractor shall furnish and perform critical support services through Contractor's Help Desk Service Center, staffed by live personnel twenty-four (24) hours per day, seven (7) days per week and on-site support as needed for support of the System Software. Critical support services shall be reported as Severity Level "1" and "2", as described on the Maintenance Schedule attached as Schedule I to this Exhibit F (such schedule is hereafter referred to as the "Maintenance Schedule").

In respect of County service requests determined to be Severity Level "1" or "2" Deficiencies, Contractor shall meet the response times and Turnaround Times (hereafter sometimes referred to as "TATs") set forth on the Maintenance Schedule for such Deficiencies. All Severity Level 1 or 2 Deficiencies shall initially be reported to Contractor by telephone.

The Help Desk Service Center shall engage in an initial assessment of a Severity Level "1" and "2" Deficiencies within one (1) hour of County's service request.

Further investigation shall continue as needed, and restoration of the availability of the System Software Modules, the operation of the System Software, and/or developing a suitable work-around shall occur, and such restoration, operation and development, as the case may be, shall be approved pursuant to the Agreement, within eight (8) hours of the opening of County's service request for Severity Level "1" requests and within forty-eight (48) hours for Severity Level "2" requests.

If Severity Level "1" or "2" Deficiencies are not remedied within such TATs, Downtime Credits may be applied in accordance with Section C of this Exhibit F.

- (5) Routine support services are generally non-critical in nature and shall be reported as Severity Level "3" and "4" requests. Routine support services are delivered, managed, and reported through Contractor's Help Desk Service Center. Contractor shall provide routine support services during normal business hours (8:00 AM Pacific Standard Time to 5:30 PM Pacific Standard Time) and onsite support as needed. Based on the nature and severity of the issue, routine support service Deficiencies are assigned a Severity Level "3" or "4".

In respect of County service requests determined to be Severity Level “3” or “4” Deficiencies, Contractor shall meet the TATs set forth on the Maintenance Schedule for such Deficiencies.

The Help Desk Service Center shall engage in an initial assessment of a Severity Level “3” Deficiency within four (4) hours of County’s service and within twenty-four (24) hours of County’s service request for a Severity Level “4” Deficiency. The foregoing Severity Level 3 or 4 initial assessment response times shall apply to the business hours associated with non-critical Deficiencies. For example, a Severity Level 3 report received Friday at 4:30 PM shall be responded to on or before 11:00 AM Monday morning.

Further investigation shall continue as needed, and the Deficiencies shall be corrected and approved pursuant to the Agreement within thirty (30) days of the opening of County’s service request for Severity Level “3” and within one hundred twenty (120) days of the opening of County’s service request for Severity Level “4” requests.

If Severity Level “3” or “4” Deficiencies are not remedied within such TATs, Downtime Credits may be applied in accordance with Section C of this Exhibit F.

- (6) Corrective Maintenance shall be performed as follows:
 - (a) County may request Corrective Maintenance by internet, e-mail, telephone, or facsimile. Requests involving the Help Desk Service Center should be made by designated County support staff.
 - (b) As part of Corrective Maintenance, County shall endeavor reasonably to provide Contractor with information and assistance reasonably requested by Contractor (*e.g.* Contractor’s System Software trouble report) as necessary to detect, simulate and correct the Deficiency, but regardless of the level of assistance provided by County, Contractor, solely, is responsible for the timely correction of Deficiencies.
 - (c) Contractor shall provide County with revised and installed System Software executable object code (including updating Source Code) and shall take such other action as is necessary to resolve the Deficiency and Contractor shall provide avoidance procedures for avoiding such Deficiency in the future, all in accordance with the timetables set forth in this Exhibit.
 - (d) Contractor shall provide Corrective Maintenance from its business premises, except that at Contractor’s option and expense,

Contractor may perform Corrective Maintenance at County Data Center.

- (7) Contractor shall specify to County the level of expertise needed by County personnel to install Updates. County will install all Updates with reasonable telephone assistance from Contractor.
- (8) Contractor is not required to perform Corrective Maintenance with respect to Deficiencies (including in connection with the Response Time Warranty described in Section D below) caused by:
 - (a) County's modifications to the System Software pursuant to Paragraph 15.2.4 (License) of the body of the Agreement;
 - (b) County's failure to activate in a timely manner Deficiency corrections (including corrections which Contractor has included in Updates) where Contractor is able to demonstrate that (i) timely activation of the Deficiency correction would have resolved the Deficiency otherwise in accordance with the timetables set forth in the Maintenance Schedule and (ii) Contractor otherwise provided County with the support level required by the Agreement and this Exhibit F generally for County to activate timely the Deficiency correction;
 - (c) Use of the System Software inconsistent with the terms of the Agreement as determined by County Project Director but subject to Paragraph 2 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions) to the Agreement;
 - (d) System Hardware or Operating System Software failures (other than a Compatibility failure), but solely to the extent the System Software Deficiency is caused by or results directly from such System Hardware or Operating System Software failure, as mutually determined by Contractor Project Director and County Project Director; or
 - (e) County replacements of the System Hardware or Operating System Software warranted by Contractor to be Compatible, other than replacements made pursuant to Contractor's instructions or Specifications or subsequently approved in writing by Contractor.
- (9) Although Contractor shall continue to provide Updates to System Software pursuant to the terms of this Exhibit F, Contractor will not be responsible for the actual installation or "retrofitting" of those Updates to System Software Modules which contain County modifications which Contractor has previously identified in writing as incompatible with

Baseline Software, unless County elects to request and Contractor agrees to provide such service as Professional Services pursuant to Subparagraph 14.2 (Professional Services) of the body of this Agreement.

- (10) Contractor agrees that all System Software and Documentation, including all Updates, Custom Programming Modifications, and any goods provided under Maintenance Services, shall be delivered (a) solely in electronic form (*e.g.* via electronic mail or internet download), or (b) personally by Contractor staff who may load the System Software and Documentation onto County's hardware but who will retain possession of all originals and copies of such tangible media (*e.g.* CD-ROM, magnetic tape, printed manuals) used to deliver the System Software and Documentation to County. Contractor, including Contractor's subcontractors, shall not deliver or provide any tangible items to County, and County will not accept delivery of any of the same. Without limiting the generality of the foregoing, Contractor shall not deliver or provide any System Software, Documentation, training materials, or Maintenance Services on magnetic, optical, print or other tangible media under this Agreement.

B. COUNTY RESPONSIBILITIES:

County understands that in order for Contractor to provide Maintenance Services, County:

- (1) Must provide, at County's expense, reasonable "Remote Access" to enable Contractor to access the System from Contractor's facility;
- (2) Must identify three alternates (in addition to County's Project Manager) to serve as County's support contact (hereafter referred to as the "Representative"). Only County Representatives shall be authorized to request and receive Maintenance Services on behalf of County. County may change its Representative(s) by written notice to Contractor;
- (3) Must provide Contractor with reasonable access to the System Software and all County data used by the System Software during the times requested by Contractor subject to County facility's access approval policies. County will not unreasonably withhold such access. Access to such data shall be used exclusively for Maintenance Services purposes and shall be subject to Contractor's obligations to protect proprietary and confidential information set forth in this Agreement;
- (4) Must provide Contractor with notice, either orally or in writing, within three (3) days of occurrence of a Deficiency being reported, with a general description of the Deficiency, although County's failure to give notice within the time frame set forth in this subsection (4) shall not relieve

Contractor from its obligation to resolve the Deficiency once County has so informed Contractor;

- (5) May purchase any third-party proprietary licenses to System Software, not available in the public domain, to comply with State and Federal regulatory requirements. County shall consult with Contractor in connection with obtaining such software;
- (6) Will endeavor reasonably to notify Contractor, within two Business Days, of County's implementation of any Updates in County's production environment; and
- (7) May provide monthly, and Contractor shall hold at Contractor's Vancouver, British Columbia premises, a back-up copy of the System Software installed at County.

C. DOWNTIME CREDITS

Downtime credits shall accrue under this Exhibit F for Contractor's failure to maintain system reliability, for failure to timely correct Deficiencies, and for the System Software's failure to satisfy Response Times Tests, all as described in more detail below and in Section D below (collectively and individually, "Downtime Credits"). The amount of the Downtime Credit will depend on the extent and duration of Contractor's continuing failures.

- (1) Downtime Credits – System Reliability. Without limiting any other rights and remedies available to County, either pursuant to the Agreement, at law, or in equity, County shall be entitled to Downtime Credits in the event there is a Severity Level "1" Deficiency for a period of time (such period the "Downtime"), as determined by County Project Manager, for any System Software component for which Contractor is providing Maintenance Services.
 - (a) County shall be entitled to a Downtime Credit equal to one (1) month of the aggregate Maintenance Fees specified in Exhibit C (Price and Schedule of Payments) for the System Software any calendar quarter, including any prorated portion thereof, during which System Software reliability is less than 99.5% based on a 24/7 day.
 - (b) System Software reliability is calculated by adding up the total number of Downtime hours which occur during any month (the "Total Downtime") and subtracting that amount from the maximum operational use time, determined by multiplying twenty four times the number of days in the month at issue (the "Maximum Operational Use Time"). The resulting number shall

then be divided by the Maximum Operational Use Time to determine the overall percentage of availability. For example:

Maximum Operational Use Time minus Total Downtime

Maximum Operational Use Time

= System Software reliability

- (c) The Maximum Operational Use Time includes the time required for scheduled Maintenance Services, normal Maintenance Services, including Response Time Tests, System Hardware replacement, loading System Software Updates, and loading Updates. Except in respect of scheduled Maintenance Services or as set forth below, the System Software shall always be available. The server(s) configuration shall provide redundancy, online maintenance, or some other method to attain the required availability.
 - (d) If Downtime results from use of the System Software by County other than as instructed by Contractor, County shall not be entitled to any Downtime Credits for the affected System Software components, for such period of misuse, provided that Contractor has notified County, in writing, of the details of the alleged misuse within five (5) days of Contractor's discovery of the alleged misuse. County shall review such alleged misuse and shall notify Contractor in writing, within five (5) days, of County's agreement or disagreement with Contractor's allegation(s). In the event County disagrees with Contractor's allegation(s) of misuse, County shall apply Downtime Credits to reduce any amounts due to Contractor, subject to the provisions of Paragraph 2 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions).
- (2) Downtime Credits – Corrective Maintenance Response Time Failures. If Contractor fails to provide Corrective Maintenance on a timely basis in accordance with Sections A(4) and A(5) of this Exhibit, Downtime Credits shall accrue for the benefit of County, calculated as set forth below:
- (a) For Severity Level "2" Deficiencies, Downtime Credit equal to 1/30 of the aggregate monthly Maintenance Fee for each two days the Severity Level "2" Deficiency continues beyond the TAT for such Severity Level;
 - (b) For Severity Level "3" Deficiencies, Downtime Credit equal to 1/30 of the aggregate monthly Maintenance Fee for each two

Business Days the Severity Level “3” Deficiency continues beyond the TAT for such Severity Level; and

- (c) For Severity Level “4” Deficiencies, Downtime Credit equal to 1/30 of the aggregate monthly Maintenance Fee for each five Business Days the Severity Level “4” Deficiency continues beyond the TAT for such Severity Level.

D. RESPONSE TIME WARRANTY.

(1) Response Time Monitoring.

- (a) From time to time at County’s discretion, County is entitled to request that Contractor, and Contractor agrees to, monitor the System Software for a continuous length of time as agreed to in writing by County and Contractor, in accordance with a mutually agreed upon monitoring plan (a “Response Time Monitoring Plan”) to verify agreed upon Response Time (as defined below). The Response Time Monitoring Plan may require tuning or other work to be performed on the System Hardware or Operating System Software prior to Contractor’s commencement of the monitoring period.
- (b) Prior to commencement of the testing period, Contractor shall insert timing code programs within the System Software. Downtime shall be scheduled to allow Contractor to insert such timing code programs at a time which is mutually agreeable to Contractor and County. Such timing code programs shall measure the actual response time, which means the elapsed time from the entry of a query at the workstation, to the time the workstation fully displays the complete response (the “Response Time”) against the pre-agreed performance standards set forth in the Response Time Monitoring Plan.
- (c) A written report shall be prepared, which states the total number of prompt-to-prompt interactions measured during the monitoring period, the Response Time of each such interaction and such other information as is agreed to by both Contractor and County.
- (d) In the event of noted Deficiencies, Contractor shall comply with Section D(2) below. Contractor shall use its best efforts to work with County to develop and apply System Software parameter changes to achieve specified Response Time, fine tune the database, Operating System Software and any other technical environment changes to achieve the specified Response Time.

(2) Response Time Tests.

In the event of noted Deficiencies, Contractor shall perform Response Time Tests designed to isolate and determine the cause of such Deficiencies in accordance with the following procedures:

- (a) County shall provide Contractor with written notice informing Contractor that County is requiring a Response Time Test. The Response Time Test shall commence no later than thirty (30) days after County provides such notice.
- (b) Contractor shall provide County with its standard test plan. County will revise such test plan, and Contractor Project Director and County Project Director shall mutually agree to the written test plan. Such revised test plan (the "Response Time Test") shall be the sole basis for testing.
- (c) Prior to commencement of the testing, County will notify users of any conditions and restrictions of System Software use during the test period.
- (d) At County Project Director's discretion, either Contractor or County shall conduct the Response Time Tests in accordance with the process described herein.
- (e) Contractor or County, as applicable, shall document the results of the particular Response Time Test and indicate either the successful completion of the test or document any failures to meet the Response Time, which shall be considered a Deficiency.
- (f) If any Deficiencies are noted for any Response Time Test, reporting and correction of all such Deficiencies shall be as follows:
 - (1) Contractor Project Director and County Project Director shall mutually agree to all Deficiencies requiring repeat testing.
 - (2) Contractor Project Director and County Project Director shall develop a written test plan for repeat testing of all Deficiencies.
 - (3) After Contractor has corrected Deficiencies, Contractor shall notify County in writing within ten (10) Business Days that the particular Response Time Test is ready for repeat testing.

- (4) After completion of each repeat Response Time Test, if there are any further Deficiencies, then County may: (i) repeat the process described above to the extent determined by County Project Director, (ii) postpone parts of or the entire process described above for selected or all Deficiencies to a later date specified in writing by County Project Director, (iii) require Contractor to provide and install replacements of any failed System Software components to resolve Deficiency as required by County at no additional cost to County, or (iv) exercise any of its rights under this Agreement, including termination of Agreement for default as described in Paragraph 5 (Termination for Default) of Exhibit A (Additional Terms and Conditions).
- (3) County Project Director's written approval of each Response Time Test shall designate the successful completion of the particular Response Time Test.

II. MAINTENANCE SCHEDULE

County will assign one of the following “Severity Levels” to each County service request submitted to Contractor’s Help Desk Service Center:

Schedule I. Maintenance Schedule

<u>Severity Level</u>	<u>Response Time</u> ¹	<u>TAT</u> ²	<u>Severity Level Definition</u>
1	One Hour	Within 8 Hours	<u>Critical.</u> The defect is such that critical business function is impossible. Workarounds for the defect do not exist, or if they do, they are too impractical to be useful.
2	One Hour	Within 48 Hours	<u>Severe.</u> Defects make it difficult to complete a significant business function. Workarounds to complete the business function exist, but are impractical on a continuing basis.
3	Four Hours	Within 30 Days	<u>Minor.</u> The System Software is impaired to the extent that some non-critical functions are not operating. Non-critical functions are classified as forms or reports that shape part of a major function, but do not impair the major function to be totally inoperative.
4	24 Hours	Within 120 Days	<u>Cosmetic.</u> This security level represents cosmetic defects that do not affect the functionality, but do affect the general look and feel of the System Software.

In the event that the assigned Response Times and/or Turnaround Times (TATs) are not met by Contractor, Contractor shall immediately submit to County by written action plan and status report which shall minimally include a description of the original Deficiency encountered, why Contractor was not able to correct Deficiency within the original TAT, proposed corrective action, and a revised TAT. Contractor shall be available for discussion with County regarding possible work arounds and other issues of concern.

¹ Response Time means the time from County’s initial service request to Contractor’s commencement of service.

² Turnaround Time (TAT) means the time from the later of (a) County’s initial service request and completion of Contractor’s System Software trouble report, which report may be completed in writing, orally, or by electronic means, and (b) County’s provision of remote access as necessary for Contractor to detect and simulate the Deficiency, and then continuing to Contractor’s delivery to County of the proposed Deficiency resolution. Time spent by County reviewing the proposed resolution prior to implementation will not count against elapsed TAT.

III. SYSTEM SOFTWARE MAINTENANCE FEE SCHEDULE

Schedule II. Maintenance Fees Schedule

Item #	System Software Module	Year 1 Start: 08/18/2014 End: 08/17/2015	Year 2 Start: 08/18/2015 End: 08/17/2016	Option Year 1 Start: 08/18/2016 End: 08/17/2017	Option Year 2 Start: 08/18/2017 End: 08/17/2018	Option Year 3 Start: 08/18/2018 End: 08/17/2019
1	Trust Accounting	\$37,392.00	\$39,262.00	\$41,225.00	\$43,286.00	\$45,450.00
2	Property Tracking	\$36,324.00	\$38,140.00	\$40,047.00	\$42,050.00	\$44,153.00
3	Medical Co-Pay	\$15,697.00	\$16,482.00	\$17,306.00	\$18,171.00	\$19,080.00
4	Case Jacket Tracking	\$25,282.00	\$26,546.00	\$27,873.00	\$29,267.00	\$30,730.00
5	XML Interface (xTAG)	\$12,865.00	\$13,508.00	\$14,183.00	\$14,893.00	\$15,638.00
6	Inmate Information Module: Kernel (includes Housing/Inmate Movements)	\$44,356.00	\$46,574.00	\$48,903.00	\$51,348.00	\$53,915.00
7	Trust Accounting Interface	\$36,465.00	\$38,288.00	\$40,203.00	\$42,212.00	\$44,322.00
System Software – Total Annual System Software Maintenance Support Fees*		\$208,381.00	\$218,800.00	\$229,740.00	\$241,227.00	\$253,288.00

*The above fees are based on the total annual amount due. The actual fees due are to be paid monthly in accordance with Paragraph 9.4 of the body of the Agreement.